

GENERAL TERMS AND CONDITIONS

These GENERAL TERMS AND CONDITIONS (“**Agreement**”) are agreed to between Park Place Technologies, LLC, on behalf of itself and its affiliates (“**PPT**”), and the undersigned, on behalf of itself and its affiliates (“**Customer**”). “**Party**” means PPT or Customer. “**Parties**” means PPT and Customer.

TERM; SCOPE. This Agreement is effective upon execution (“**Effective Date**”) and continues until terminated as provided herein. These terms and conditions apply to all sales of services (“**Services**”) by PPT to Customer. A signed Statement of Work, accompanied by a Customer purchase order, will precede all sales of specific Services, which Services will be set forth on the Schedule(s) to the Statement of Work. Statements of Work and accompanying Schedules are referred to herein as the “**SOW**” or “**SOWs**”.

SOW SERVICE MODIFICATIONS. The Customer may remove individual Services or Covered Equipment (defined below) from an existing SOW by giving sixty (60) days’ prior written notice to PPT. Credits resulting from Service or Covered Equipment removal will pro-rated based from the effective removal date based on a 30-day month.

CUSTOMER TERMINATION FOR CONVENIENCE. Customer may terminate an existing SOW for convenience and without penalty with sixty (60) days’ prior written notice to PPT.

FEES. Maintenance and other recurring fees are invoiced annually in advance (unless otherwise noted on an SOW) and are payable net 30 days. PPT reserves the right to suspend or terminate maintenance and/or recurring services if fees are not timely paid. Quoted prices do not include applicable taxes or duties. Customer will be responsible for any applicable taxes or duties (e.g. sales tax, VAT, GST) imposed by any governmental authority relating to the purchase of the Services, except for any taxes based solely on PPT’s income. If Customer is tax exempt, Customer must provide a valid Tax Exemption Certificate.

CUSTOMER COMPLIANCE. Customer agrees to comply with all applicable laws and regulations. Customer is not named on any U.S. government list of persons or entities with which U.S. persons are prohibited from transacting, nor owned or controlled by or acting on behalf of any such persons or entities. Customer will not access or use Services in any manner that would cause any Party to violate any U.S. or international embargo, export control law, or prohibition. Customer has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any person in connection with this Agreement or an SOW. If Customer learns of any violation of the above restrictions, Customer will use reasonable efforts to promptly notify PPT. Customer represents that it has all requisite ownership, license or other rights required for PPT to perform Services under all SOWs without infringing rights of third parties.

LIMITED WARRANTY AND LIMITATION OF LIABILITIES.

- a. PPT warrants that Services will be provided by supervised and qualified staff and will be provided in a good and workmanlike manner and in compliance with all applicable laws and regulations. THE WARRANTIES IN THIS SUBSECTION (a) ARE THE SOLE WARRANTIES OF PPT AND THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- b. PPT’S TOTAL LIABILITY FOR ANY CLAIM OF ANY TYPE WHATSOEVER IN CONNECTION WITH THIS AGREEMENT IS LIMITED TO PROVEN DIRECT DAMAGES CAUSED SOLELY BY PPT’S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, BREACH OF WARRANTY OR BREACH OF CONTRACT. THE CUSTOMER’S EXCLUSIVE REMEDY FOR ANY SUCH CLAIM WILL NOT EXCEED THE FEES ACTUALLY PAID BY CUSTOMER UNDER THE APPLICABLE SOW DURING THE ONE (1) YEAR PERIOD PRECEDING THE DATE OF CLAIM (OR, IF A “SERVICE FIRST” TIME AND MATERIALS CALL, TO THE FEES FOR SUCH SERVICE FIRST CALL). IN NO EVENT WILL PPT BE LIABLE FOR LOST PROFITS, LOST REVENUE, BUSINESS INTERRUPTION, OR INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, EXEMPLARY, EXTRA-CONTRACTUAL, OR CONSEQUENTIAL DAMAGES.
- c. No legal action arising under this Agreement may be brought by Customer against PPT later than one (1) year after the claim arises.

STANDARDS OF PPT SERVICES.

- a. To be eligible for Service by PPT, Customer equipment must be identified on an SOW (“**Covered Equipment**”). All Covered Equipment must be in good working condition and meet the manufacturers’ minimum equipment configuration requirements and specifications. Any costs associated with correcting deficiencies to the aforementioned requirement(s) are the responsibility of Customer.
- b. PPT will maintain the Covered Equipment in good operating condition. Services include labor and replacement of all parts deemed necessary for proper operation of Covered Equipment. Defective parts containing proprietary data will remain Customer’s property; all other defective parts will become the property of PPT unless otherwise agreed.

- c. Customer will promptly notify PPT of Covered Equipment failure, and will allow PPT staff reasonable access to Covered Equipment and a reasonable time to perform the Services. Customer will maintain accurate and current logs and records concerning the operation of Covered Equipment.
- d. Services provided outside the scope of services set forth on an SOW will be billed at PPT's per call rates and terms then in effect.
- e. All Services are dependent upon hardware availability on commercially reasonable terms.

PARKVIEW™. To the extent applicable, Customer's right and license to use ParkView™ (which includes the suite of licensed BMC products, referenced herein as the "ParkView Products") is subject to the following:

- a. ParkView Products are protected by United States copyright law and applicable international copyright treaties;
- b. Customer may not claim or assert title to or ownership of the ParkView Products (or modifications thereto), or remove or alter any copyright or proprietary notice from copies of ParkView Products;
- c. Customer may not copy, de-compile, disassemble, reverse engineer or attempt to derive ParkView Products' source code from object code, except to the extent permitted by applicable law;
- d. Customer may not sell, rent, lease, license, sublicense, modify, time share, outsource or transfer the ParkView Products to any third-party;
- e. Customer will use reasonable care and protection to prevent the unauthorized use, copying, publication or dissemination of the ParkView Product; and
- f. Customer may not export or re-export the ParkView Product without both the written consent of PPT and/or its licensor (as applicable) and the appropriate US and/or foreign government license(s).

SERVICE FIRST. PPT is committed to customer service. In the covered territories, if a Customer requests maintenance services on equipment not covered by an SOW, or outside the scope of Services identified on an SOW, PPT will provide responsive maintenance services to the extent within its capabilities and approved in writing by Customer. Unless otherwise agreed in writing, these additional services will be performed by PPT on a time and materials basis (which may include travel). All Service First time and materials services may be subject to receipt of a Customer's purchase order or credit card authorization and the warranty limitations and limitations on liability set forth in these Terms and Conditions.

EXCLUSIONS. The following are not included in the Services provided by PPT: installation, de-installation, reinstallation or moving Covered Equipment; adding, changing, removing features or options, or making functional changes to Covered Equipment; providing consumable or operating supplies or materials, including but not limited to print heads, shuttle assemblies, cables, batteries (other than mother board, system board, and cache batteries, which are included), media, toner or ink cartridges; repair of equipment damage including, without limitation, damage resulting from accident, transportation, neglect or misuse, lightning, failure or fluctuation of electrical power, air conditioning or humidity control, water, other environmental factors, telephone equipment or communication lines failure, failure of foreign interconnect equipment, or caused by maintenance services or modifications, alterations or additions of items not provided by PPT to Covered Equipment; maintenance or repair required caused by misuse, abuse or neglect, or other loss or damage from causes external to the equipment; reconditioning or factory refurbishment of equipment when normal repair and parts replacement cannot keep the equipment in satisfactory operating condition as determined by PPT; software or firmware service (including upgrades and patches) or any repair of any equipment failure caused by inappropriate software or firmware programming, system software or application software support; system engineering services, programming, and operating procedures; and maintenance or other services on equipment other than Covered Equipment. Excluded services noted above may be performed by PPT under a separate service agreement or, at PPT's sole discretion, on a time and materials basis (which may include travel).

CONFIDENTIALITY. If a Party receives from the other Party written information which is marked "Confidential" or "Proprietary" or with a similar marking, or if a Party receives information the receiving Party knows or should know is confidential or proprietary, the receiving Party agrees not to use such information except in the performance of this Agreement. Moreover, the receiving Party agrees to treat such information in the same manner as it treats its own confidential information and agrees to use commercially reasonable efforts to protect the confidentiality of such information. The obligation to keep information confidential does not apply to any such information that has been disclosed in publicly available sources or is in the rightful possession of the receiving Party without an obligation of confidentiality. In the event the receiving Party is required to disclose the confidential information by court order or operation of law, the receiving Party hereby agrees to provide notice to the disclosing Party prior to the required disclosure. The confidentiality obligations in this paragraph apply during the term of this Agreement for a period of two (2) years after termination or expiration. The Parties will return or destroy confidential information of the other upon request.

GENERAL.

- a. Amendment. This Agreement may not be changed, modified or amended except in writing signed by both Parties, and any such change, modification or amendment must expressly reference this Agreement.

- b. Entire Agreement. This Agreement, together with the agreements and instruments referenced herein, contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements between the Parties. For clarity, the Parties specifically agree that this Agreement supersedes and renders void any contrary terms and conditions contained in a purchase order, sales acknowledgment or other instrument, agreement or document unless such order, acknowledgment, instrument, agreement or document is entered into after the Effective Date, signed by both Parties hereto, and expressly references this Agreement.
- c. Termination for Breach. Either Party may terminate an SOW by written notice to the other Party upon a material breach by the other Party of obligations under this Agreement and/or the applicable SOW.
- d. No Implied Waivers. The failure of either Party at any time to require performance by the other of any provision herein will not affect the right of such Party to require performance at any time thereafter, nor will the failure of either Party to take action regarding a breach of any provision hereof be taken or held to be a waiver of the provision itself.
- e. Dispute Resolution. In the event of a dispute between the Parties, at the request of either Party, the Parties will appoint executive officers to meet in good faith within sixty (60) days from such request to resolve the dispute.
- f. Governing Law; Venue. If the PPT entity identified on the SOW is **Park Place Technologies, LLC**, then this Agreement will be governed by the laws of the State of Ohio, without regard to its conflict of laws provisions, and the parties agree to submit to the exclusive jurisdiction of state and federal courts in Cuyahoga County, Ohio. If the Park Place entity identified on the SOW is **Park Place Technologies Limited**, then this Agreement is governed by English law and the parties agree to submit to the exclusive jurisdiction of the courts in London, England. If the Park Place entity identified on the SOW is **Park Place Technologies Canada ULC**, then this Agreement is governed by the laws of Ontario, Canada and the parties agree to submit to the exclusive jurisdiction of the courts in Toronto, Canada. If the Park Place entity identified on the SOW is **Park Place Technologies GmbH**, then this Agreement is governed by the laws of Germany and the parties agree to submit to the exclusive jurisdiction of the courts in Frankfurt, Germany. If the Park Place entity identified on the SOW is **Park Place Technologies Private Limited**, then this Agreement is governed by the laws of Singapore, and the parties agree to submit to the exclusive jurisdiction of the courts in Singapore. If the Park Place entity identified on the SOW is **Park Place Technologies Malaysia SDN. BHD.**, then this Agreement is governed by the contract laws of Malaysia, and the parties agree to submit to the exclusive jurisdiction of the Federal or High Courts of Malaysia. The Parties further agree to personal jurisdiction of and service of process by the courts in the applicable jurisdiction referenced above.
- g. Force Majeure. Neither Party will be liable for failure to fulfill its obligation under this Agreement or an SOW if such failure is due to causes beyond a Party's reasonable control, including, but not limited to, acts of God, acts of terrorism, man-made or natural disasters, material shortages, strikes, delays in transportation or force majeure. The time for performance of any such obligation will be extended by the period lost due to such cause, with PPT agreeing to resume work as soon as it is safe and PPT is reasonably able to do so.
- h. Severability; Headings. Any provision of this Agreement which is determined to be prohibited or unenforceable by a court of competent jurisdiction will be ineffective only to the extent of such prohibition or unenforceability and will be severed without invalidating the remaining provisions hereof or otherwise affecting the validity or enforceability of such provision. The headings used herein are for the convenience of the Parties only and will not affect the interpretation of this Agreement.
- i. Notice. Notice to PPT will be given in writing, addressed to Park Place Technologies, 5910 Landerbrook Drive, Suite 300, Cleveland, OH 44124-6500, USA, Attention: Office of General Counsel. Notice to Customer will be given in writing, addressed to Customer at the address set forth in the applicable SOW or the last known address of Customer. Notice will be deemed given at the time it is delivered or presented for delivery to the addressee listed above.