

CHANNEL PARTNER AGREEMENT/RESELLER TERMS AND CONDITIONS FOR PURCHASE OF SERVICES¹

This Channel Partner Agreement/Reseller Terms and Conditions for Purchase of Services (“General Terms”) are part of the agreement (the “Agreement”) between Park Place Technologies (“PPT”) and the party serving as a channel partner or reseller of PPT services (“Partner”) that includes the following, all of which are deemed incorporated by this reference: these General Terms; Order Schedules and/or Statements of Work (“Order/SOW”) issued by PPT and accepted by Partner; Service Descriptions; and other terms expressly referenced in the foregoing. In the event of a conflict between these General Terms and the Order/SOW, the Order/SOW will control.

1. Defined Terms. The following definitions apply for purposes of this Agreement, “Effective Date” means the date of acceptance by Partner of the Order/SOW. “Services” has the meaning set forth in the Order/SOW. “End-User” means Partner’s customer to whom the Services will be rendered. All capitalized terms used herein and not defined in these General Terms will have the meaning given to them in other parts of the Agreement.
2. Term. The term of the Agreement (the “Term”) commences on the Effective Date and terminates upon completion of the Services as provided in the Order/SOW.
3. Fees. Unless otherwise provided in the Order/SOW, all fees are invoiced annually in advance and are payable on net thirty (30) day terms. In the event fees are not timely paid, PPT may (a) accelerate and demand payment in full of all amounts due, including any subsequent installment payments, and/or (b) suspend or terminate Services.
4. Partner Compliance. Partner will comply, and will require its End-Users to comply, with all laws and regulations applicable to it or its End-Users under the laws of all applicable jurisdictions. Neither Partner nor its End-User is named on any U.S. or other applicable government list of persons or entities with which U.S. persons or applicable PPT entities are prohibited from transacting, nor owned or controlled by or acting on behalf of any such persons or entities, and Partner is not on any similar banned or sanctioned parties list of a non-U.S. jurisdiction. Partner will not, and will cause its End-User not to, 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. Partner has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any person in connection with the Agreement. If Partner learns of any violation of the above restrictions, Partner will promptly notify PPT. Partner represents that it has all requisite ownership, license or other rights required for PPT to perform the Services without infringing rights of third parties. PPT is fully committed to the respect of internationally recognized human rights worldwide; Partner acknowledges that it will not use or allow the use of, and will cause its End-User not to use or allow the use of, any products, services, and technology procured from PPT for the violation of human rights.²

¹ Please see the footnotes in this document and Addendum A for alternative provisions required to comply with local laws.

² See Addendum A for additional provisions applicable to contracts entered into with Park Place Technologies Italy SRL (PPT Italy).

5. Limited Warranty and Limitation of Liabilities.³⁴
- 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 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 THE AGREEMENT IS LIMITED TO PROVEN DIRECT DAMAGES CAUSED SOLELY BY PPT'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, BREACH OF WARRANTY OR BREACH OF CONTRACT. THE PARTNER'S EXCLUSIVE REMEDY FOR ANY SUCH CLAIM WILL NOT EXCEED THE FEES PAID BY PARTNER UNDER THE APPLICABLE ORDER/SOW DURING THE ONE (1) YEAR PERIOD PRECEDING THE DATE OF CLAIM. 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 the Agreement may be brought by Partner against PPT later than one (1) year after the claim arises.
6. Indemnification. PPT will defend, indemnify and hold Partner harmless from and against any liability, loss, damage, cost and expense (including without limitation reasonable attorneys' fees) suffered as a result of any third-party claim, demand, action or suit made or raised against Partner by reason of PPT's infringement of any patent, trade secret, trademark, copyright or any other intellectual property right of any third party in relation to the Services. This commitment is conditioned upon Partner (i) providing PPT with prompt written notice of the claim; (ii) giving PPT sole control of the defense to the claim including settlement negotiations if any; and (iii) providing at PPT's costs reasonable cooperation in the defense against the claim. PPT shall have no obligation under this Paragraph 6 if the alleged infringement arises from PPT's compliance with Partner equipment specifications or actions or uses by Partner.
7. Insurance. PPT will maintain during the Term insurance with insurers of recognized financial responsibility against such losses and risks as are customary in connection with the provision of the Services as set forth in the applicable Service Description(s) or SOW. Upon request, PPT will deliver to Partner a certificate of insurance evidencing the same.
8. Data Protection. In connection with the Services and the Agreement, PPT will not access or otherwise process any personal identifiable information (meaning information relating to identified or identifiable natural persons), other than the names and contact details of individuals employed or engaged by Partner to the extent necessary to provide the services and administer the Agreement. In so doing, PPT will act as an autonomous data controller, and hereby undertakes to comply with all obligations applicable to PPT as a data controller under Regulation (EU) 2016/679 (General Data Protection Regulation) and other data protection laws regarding the safeguarding and lawful processing of personal data, to the extent applicable. The Client Information Notice, available at LEGPOL026- Information-

³ See Addendum A for Paragraph 6 terms applicable to contracts entered into with Park Place Technologies GmbH (PPT Germany).

⁴ See Addendum A for Paragraph 6 terms applicable to contracts entered into with Park Place Technologies Limited (PPT UK).

Notice-pursuant-to-art-13-of-EU-Regulation-2016-679.pdf (parkplacetechnologies.com) and deemed incorporated into these General Terms, includes additional information on PPT's processing activities in its capacity as an autonomous data controller. If Partner and PPT enter into a data processing agreement, that agreement will supersede the provisions of this Paragraph 8.

9. Confidentiality. "Confidential Information" is written or electronic information provided by one party to the other which is marked as confidential or which the receiving party knows or should know is confidential or proprietary. The receiving party agrees not to use Confidential Information of the other party except in the performance of the Agreement or the Services. The receiving party will treat Confidential Information of the other party in the same manner as it treats its own Confidential Information and will use commercially reasonable efforts to protect the confidentiality of such Confidential Information. The obligation to keep information confidential does not apply to any 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 Confidential Information by court order or operation of law, the receiving party will provide notice to the disclosing party prior to the required disclosure. The confidentiality obligations in this Paragraph 9 apply during the Term and for a period of two (2) years expiration. The parties will return or destroy Confidential Information of the other upon request.

10. General.

- a. Amendment. The 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 the Agreement.
- b. Entire Agreement. The Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements between the parties. The Parties specifically agree that the Agreement supersedes, and renders void, any contrary terms and conditions contained in a purchase order, sales acknowledgment or other instrument, agreement or document not expressly referenced in the Agreement and incorporated as part of the Agreement.
- c. Termination for Breach.⁵ Either party may terminate an Order/SOW by written notice to the other Party upon a material breach by the other party of obligations under the Agreement.
- 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 of the Agreement be taken or held to be a waiver of the provision itself.
- e. Governing Law and Dispute Resolution. The Agreement is governed by (a) if the PPT party is Park Place Technologies, LLC, the laws of the State of Ohio, and (b) otherwise, the commercial laws of the jurisdiction of the PPT entity identified on the applicable Order/SOW. In the event of any controversy or claim arising out of or relating to the Services or the Agreement, the parties agree to first consult with each other and, recognizing their mutual interests, attempt to reach a satisfactory resolution. If they do not reach a resolution within a period of sixty (60) days, then, upon notice by a party to the other, unresolved controversies or claims will be finally settled by arbitration (i) if in

⁵ See Addendum A for Paragraph 11(c) terms applicable to contracts entered into with Park Place Technologies Italy SRL (PPT Italy).

the U.S., in Cleveland, Ohio, under the Commercial Arbitration Rules of the American Arbitration Association and applying the governing law stated above, and (ii) if outside of the U.S., in the nearest principal business location of PPT, under the Rules of Arbitration of the International Chamber of Commerce and applying the governing law stated above, in either case by one arbitrator appointed in accordance with the applicable rules. The language of the arbitration will be English. The judgment on the award rendered by the arbitrator will be binding and may be entered in any court having jurisdiction thereof.⁶

- f. Force Majeure. Neither party will be liable for failure to fulfill its obligation under the Agreement if such failure is due to causes beyond a party's reasonable control, including, but not limited to, acts of God, pandemics, epidemics, or other widespread health impairments, government advisements or orders, including but not limited to, travel and movement restrictions or border closings, acts of terrorism, war or acts of war, man-made or natural disasters, connectivity disruptions, material shortages, strikes, delays in transportation or other force majeure event. The time for performance of any such obligation will be extended by the period lost due to such cause, with PPT agreeing to restore Services as soon as it reasonably is able to do so.
- g. Severability; Headings. Any provision of the 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 of the Agreement. The headings used in the Agreement are for the convenience only and will not affect the interpretation of the Agreement.
- h. Notice. For purposes of this Agreement, notice to PPT will be in writing and addressed to Park Place Technologies at the address set forth on the Order/SOW or 747 Alpha Drive, Cleveland, OH 44143 USA, Attention: Office of General Counsel. Notice will be deemed given at the time it is delivered or presented for delivery to the addressee. Electronic notices are permitted in lieu of the above with the consent of the addressee.
- i. No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, confers on any person or entity other than the parties and their respective permitted successors and assigns any rights, benefits, remedies, obligations, or liabilities under or by reason of this Agreement.⁷

11. Non-Solicitation. Partner acknowledges and agrees that during the Term and for twelve (12) months after termination of the Agreement, it will not hire or solicit to hire any of PPT's employees, contractors, or agents directly servicing Partner during the prior twelve (12) months without PPT's prior written consent, excluding solicitation or hiring by means of general employment advertising or postings.

12. Service Specific Provisions.

- a. Hardware Maintenance Services. For purposes of these General Terms, "Maintenance Services" are Services that are delineated as hardware maintenance services in an Order Schedule, and "Covered Equipment" means End-User equipment identified in an Order Schedule for Maintenance Services. Solely with respect to Maintenance Services: (i)

⁶ See Addendum A for additional contract language applicable to contracts entered into with Park Place Technologies Limited (PPT UK).

⁷ See Addendum A for additional contract language applicable to contracts entered into with Park Place Technologies Limited (PPT UK).

Partner may remove individual Covered Equipment from Maintenance Services by giving ninety (90) days prior written notice to PPT; (ii) credits resulting from Covered Equipment removal from Maintenance Services will be pro-rated from the effective removal date based on a 30-day month; and (ii) the document “Hardware Maintenance Product Details” (located at <https://www.parkplacetechnologies.com/contracts/> and deemed part of the Agreement) sets forth certain limitations and disclaimers on Maintenance Services for identified equipment.

- b. Software Technical Support Services. “Software Technical Services” are Services that are delineated as software technical support in an Order Schedule. No early termination is permitted with respect to Software Technical Services. The document “Software Technical Support Product Boundaries” (located at <https://www.parkplacetechnologies.com/contracts/> and deemed party of the Agreement) sets forth certain limitations and disclaimers on Software Technical Services for identified products and systems.
- c. Infrastructure Managed Services. Infrastructure managed services are Services that are delineated as managed services, remote managed services or infrastructure managed services, or similar nomenclature, in a SOW and may include licensed, hosted, SaaS, or cloud-based or hybrid services (“IMS Services”). Cloud Services may include or require the use of third-party software, platforms, services, subscription or licenses (“Third-Party Materials”). Partner acknowledges, and will require its End-User to acknowledge, that Third-Party Materials may be subject to separate terms and conditions imposed by the applicable third-party provider (including end-user license terms, subscription terms, acceptable use policies, privacy notices, click-through terms or other similar terms) (collectively, “Third-Party Terms”). Partner agrees that it will comply, and will require its End-User to comply, with all applicable Third-Party Terms. Partner further agrees that, in the event Third-Party Materials require PPT to contract directly with End-User with respect to such Third-Party Materials, then Partner expressly permits and authorizes PPT to do so, with charges by PPT to End-User as agreed.

13. Translations. In the event the Agreement is presented in translated versions, for contract interpretation purposes, the English version controls unless otherwise provided on Addendum A.⁸

14. Applicable Only to Japan: Exclusion of Anti-Social Forces. See Addendum A – Japan.⁹

15. Applicable Only to Italy: Specific Approval of Provisions. See Addendum A – Italy.¹⁰

16. Non-Exclusive Appointment. The rights of Partner under the Agreement are non-exclusive.

⁸ See Addendum A for contract language applicable to contracts entered into with Park Place Technologies Japan G.K. (PPT Japan).

⁹ See Addendum A for contract language applicable only to contracts entered into with Park Place Technologies Japan G.K. (PPT Japan).

¹⁰ See Addendum A for contract language applicable only to contracts entered into with Park Place Technologies Italy SRL (PPT Italy).

ADDENDUM A TO GENERAL TERMS

The below are provisions that apply in, and only in, the identified jurisdiction.

Country	Country-Specific Terms
Germany	<p>1. In lieu of the above Paragraph 6 of the General Terms, the following language instead shall apply for General Terms entered into with Park Place Technologies GmbH (PPT Germany):</p> <p>6. <u>Limited Warranty and Limitation of Liabilities.</u></p> <p>a. <i>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 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.</i></p> <p>b. <i>PPT shall be liable for damages – regardless of the legal basis – only in the event of: (i) intent or gross negligence; (ii) culpable injury to life, body or health; (iii) mandatory liability under the German Product Liability Act; (iv) assumption of a guarantee or a procurement risk; and (v) culpable breach of essential contractual obligations (so-called “cardinal obligations”). In the case of a breach of essential contractual obligations due to simple negligence, PPT’s liability will be limited to the foreseeable damage typical for the contract. Liability for indirect or consequential damages, particularly loss of profit, is excluded unless resulting from intent or gross negligence.</i></p> <p>c. <i>All claims for damages against PPT, regardless of legal grounds, will expire twelve (12) months after the date of delivery of the Services. This shall not apply to claims arising from intent, gross negligence, injury to life, body, or health, or under the Product Liability Act.</i></p>

Italy	<p>1. The following is additional language applicable in Paragraph 5 of the General Terms to contracts entered into with Park Place Technologies Italy SRL (PPT Italy):</p> <p><i>Partner undertakes to refrain from conduct likely to result as illegal or offenses under Italian Legislative Decree 2231 of 2001.</i></p> <p>2. In lieu of the above Paragraph 11(c) of the General Terms, the following language instead shall apply for General Terms entered into with Park Place Technologies Italy SRL (PPT Italy):</p> <p><i>(c) Either Party may terminate an SOW by written notice at any time if the other Party fails to remedy any breach of the terms of this Agreement and/or the applicable SOW within 15 (fifteen) working days from written notice of the relative violation. The Parties agree that the Agreement (including SOWs) may be terminated by PPT, pursuant to and by effect of Article 1456 of the Italian Civil Code, with written notice sent by PPT, in the event of failure by Partner to fulfill the obligations set forth in Section 4, Section 5, Section 10, the preceding sentence of this Section 11(c), or Section 12 of the General Terms without prejudice to PPT’s right to request compensation for damages suffered.</i></p> <p>3. The following serves as Section 15 of the General Terms:</p> <p>15. <u>Specific Approval of Provisions.</u> Pursuant to and in accordance with Articles 1341 and 1342 of the Italian Civil Code, Partner declares to have carefully read and specifically approved the following clauses:</p> <p>4 - Fees 6 - Limited Warranty and Limitation of Liabilities 10 – Confidentiality 11(d) – Termination for Breach, Insolvency 11(e) – No Implied Waivers 11(f) – Dispute Resolution 12 – Non-Solicitation 13 – Translations</p> <p><i>The descriptions of the purchased Services as set forth at https://www.parkplacetechnologies.com/contracts/</i></p>
Japan	<p>1. The following serves as Section 14 of the General Terms:</p> <p>14. <u>Exclusion of Anti-Social Forces.</u></p>

- A. *Each party represents that it or its officer does not, or will not in the future fall under any of the following items:*
- i. an organized crime group, organized crime group member, person for whom less than five (5) years have passed since it ceased to be an organized crime group member, associated member of an organized crime group, corporation related to an organized crime group, corporate racketeer, social action, etc., advocate racketeer, organized crime group that utilizes specialized knowledge, etc., or any other similar person (“Anti-social Force”);*
 - ii. a relationship in which the management of such party is controlled by an Antisocial Force;*
 - iii. a relationship in which an Anti-social Force is substantially involved in the management of such party;*
 - iv. a relationship which inappropriately uses an Anti-social Force such as for the purpose of unfair benefit for itself or any third person or for the purpose of inflicting damage to any third person;*
 - v. a relationship that is involved with an Anti-social Force in such way as to provide funds etc. to or extend facilities;*
 - vi. a relationship for which officers or members substantially involved in its management have a socially reprehensible relationship with an Antisocial force.*
- B. *Each party covenants that it will not undertake an act falling under any of the following items by itself or through a third person:*
- i. an act of making violent demands;*
 - ii. an act of making unreasonable demands beyond legal responsibility of the demanded party;*
 - iii. an act of using threatening language or using violence in relation to a transaction;*
 - iv. an act of discrediting the other party or disrupting the other party's operations by spreading rumors, using fraudulent means or force;*
 - v. any other act similar to any of the above.*
- C. *Either party may terminate this Agreement if the other party violates subparagraph a or b of this Paragraph 14, and the terminating party may claim to the other party the damages incurred by the termination.*

	<p>D. <i>If either party terminates this Agreement pursuant to Paragraph c of this Article, the terminating party shall not be liable for damages etc. incurred by the other party.</i></p> <p>2. <u>Translations</u>. The General Terms are made in the Japanese language. The English version is a translation, and the Japanese version shall control if there is any inconsistency between the Japanese and English versions.</p>
<p>United Kingdom</p>	<p>Paragraph 6 of the General Terms is deemed to include the following additional subpoint (d):</p> <p><i>“(d) The parties accept that nothing in these General Terms (including but not limited to Paragraph 6(b)) limits or otherwise excludes any liability for: (i) fraud or fraudulent misrepresentations; (ii) death or personal injury resulting from a party’s negligent actors or omissions in connection with the Order/SOW; or (iii) any liability which cannot be limited or excluded by law.”</i></p> <p>2, Paragraph 11(f) of the General Terms is deemed to include the following additional language:</p> <p><i>“This Paragraph 11(f) shall apply to any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these General Terms, the Order/SOW or their respective subject matter or formation.”</i></p> <p>3. Paragraph 11(j) of the General Terms is deemed to include the following additional language:</p> <p><i>“A person who is not a party to this Agreement shall have no right to enforce any term of this Agreement under the Contracts (Rights of Third Parties) Act 1999.”</i></p>