# USA Specific Provisions Schedule (Subscriptions)

For clients located in the United States of America, the following US-specific provisions below will replace or supplement the equivalent provisions in the agreement entered into between H2 Gaming Capital Limited and the Client ("**Agreement**") as noted:

## 1. Section 1.1 (Definitions)

**Applicable Data Protection Laws**: means any and all applicable laws, legal requirements and self- regulatory guidelines (including of any applicable foreign jurisdiction) relating to the receipt, collection, compilation, use, storage, processing, sharing, safeguarding, security (both technical and physical), disposal, destruction, disclosure or transfer (including cross-border) of personal information, including but not limited to the Federal Trade Commission Act, California Consumer Privacy Act (CCPA), Gramm-Leach- Bliley Act (GLBA), General Data Protection Regulation 2016/679/EU (GDPR), and any and all applicable laws relating to breach notification or marketing in connection with personal information.

## 2. Section 8 (H2GC's Obligations)

8.1. Each party represents and warrants: (a) it has the right, power, and authority to execute and perform and fulfil their respective obligations; and (b) the Agreement, when duly authorized, executed, and delivered by such party, constitutes the legal, valid, and binding obligations of such party, enforceable in accordance with the terms of the Agreement.

8.2. H2GC is excused from any failure to perform its obligations under the Agreement to the extent that: (i) the Client's use of the Services is in breach of any law, the terms this Agreement or contrary to H2GC's instructions, (ii) where the Client or any third party modifies or alters the Services or any Article in any way except as is expressly approved by H2GC in writing; or (iii) the Client does not possess or fails to procure all necessary consents to allow H2GC to use Client Data.

8.3 NOTWITHSTANDING THE FOREGOING: (i) ALL SERVICES, DATA AND ARTICLES ARE PROVIDED ON AN `AS IS' BASIS; (ii) H2GC DOES NOT WARRANT THAT THE CLIENT'S USE OF THE SERVICES WILL **BE UNINTERRUPTED OR ERROR-FREE NOR THAT THE SERVICES AND/OR THE INFORMATION OBTAINED BY THE CLIENT ROUGH THE SERVICES WILL MEET THE CLIENT'S REQUIREMENTS** OR EXPECTATIONS, WHETHER OR NOT SUCH REQUIREMENTS OR EXPECTATIONS

WERE MADE KNOWN TO H2GC ON OR PRIOR TO THE EFFECTIVE DATE; (iii) H2GC IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR ANY OTHER LOSS OR DAMAGE RESULTING FROM THE TRANSFER OF DATA OVER COMMUNICATIONS NETWORKS; AND (iv) THE CLIENT ACKNOWLEDGES THAT ALL ARTICLES ARE ESSENTIALLY JOURNALISTIC IN THEIR NATURE AND MAY, IN PART, BE BASED UPON THE PERSONAL OPINIONS OF THE WRITER.

8.4. H2GC warrants that, during a thirty (30) day period following the delivery of the Services to the Client ("**Warranty Period**"), the Services will be provided substantially in conformance with any mutually agreed specifications. If the Client becomes aware of Services not provided in substantial conformance with the specifications, the Client will provide H2GC with prompt written notice of such non-conformance within the Warranty Period. H2GC will use commercially reasonable efforts to promptly correct any such non-conformance. Such correction constitutes the Client's sole and exclusive remedy for any breach of this clause 8.4.

8.5 THE EXPRESS WARRANTIES SET FORTH HEREIN ARE IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

3. Section 10 (Charges and Payment)

10.2. b. Overdue balances shall accrue interest at a rate equal to 1.5% percent per month or such lesser amount required by applicable law.

10.3. All amounts and fees stated or referred to in this Agreement:

a. shall be payable in U.S. Dollars unless otherwise stated on the Order Form or agreed in writing by H2GC;

b. are non-cancellable and non-refundable; and

c. are exclusive of applicable taxes. H2GC will charge, and the Client will pay, all applicable taxes in connection with the Services, including but not limited to, sales, use, excise, business, goods and services, consumption, withholding, and other similar taxes and duties, as well as penalties and interest, if any, which shall be added to H2GC's invoices at the appropriate rate.

4. Section 11 (Proprietary Rights)

11.1. The Client acknowledges and agrees that H2GC and/or its licensors are sole and exclusive owners of all rights, title and interests in the Articles, the Data and the Services and any intellectual property rights relating thereto, including any derivatives thereof. Except as expressly stated herein, this Agreement does not grant to the Client any rights or licenses to or in any copyright, database right, patents, trade secrets, trade names or trademarks or other intellectual property rights (whether registered or unregistered) that H2GC owns, controls or has licensed from a third party ("**Third- Party Materials**").

11.2 H2GC makes no representations or warranties of any kind with respect to Third-Party Materials, which are provided on an "AS IS" basis to the Client. Warranties, obligations, liabilities, and the Client's remedies with respect to Third-Party Materials, are limited in each case to whatever recourse may be available in the applicable third party agreement and H2GC has no liability with respect to such Third-Party Materials.

**5. Section 13 (Limitation of Liability and Indemnity)**

13.1 In no event will a party be liable to the other party for any: (i) indirect, special, punitive, exemplary, incidental or consequential damages; or (ii) direct or indirect damages arising from loss of business, data, profits, or goodwill, in each case, whether arising out of contract (including under an indemnity), tort (including negligence), statute, strict liability or otherwise, resulting from or related to the Agreement, whether or not such party knew of should have known of the possibility of any such damages.

13.2 Subject to clauses 13.1 and 13.3, under no circumstances will H2GC's aggregate liability to the Client for any and all claims, including third party claims, or losses arising from or in connection with or relating to the Agreement, whether in contract (including under an indemnity), tort (including negligence), strict liability, statute or otherwise exceed the greater of (i) the total Subscription Fees paid for the User Subscriptions during the 12 months immediately preceding the date on which the claim arose; and (ii) Five Hundred U.S. Dollars ($500).

13.3 Notwithstanding anything else to the contrary, in respect of a defaulting party, nothing in the Agreement limits or excludes liability for: (i) personal injury or death caused by the defaulting party's negligence; (ii) fraud; or (iii) any matter for which it would be illegal to exclude or limit liability. Nothing herein limits the Client's fees payment obligations under the Agreement.

13.4. Except as expressly and specifically provided in this Agreement:

a. the Client assumes sole responsibility for results obtained from the use of the Services, and for conclusions drawn from such use;

b. H2GC shall have no liability for any damage caused by errors or omissions in any information, instructions, advice, opinion, recommendation, guidance, forecast, judgment, publication, conclusion or any course of action (or inaction) of the Client or any client of Client or for any scripts provided to the Client by H2GC in connection with the Services, or any actions taken by the Client, made or taken in reliance of, or based on, any of the Services (including in any Data or Derived Data) at H2GC's direction or suggestion; and

c. the Services, Articles and Data are provided to the Client on an "AS IS" basis in accordance with clause 8.3 of the Agreement.

13.5. H2GC shall not be liable to the Client in the event that the Client is in breach of any of its obligations under this Agreement, including but not limited to those set out at clause 9.

13.6. H2GC indemnifies the Client from damages, costs and losses incurred as a direct result of a claim brought by a third party that the Client's use of the Services as contemplated by the Agreement infringes any third party intellectual property rights ("Infringement Claim") excluding patent rights. The Client's sole remedy, other than this indemnity, is for H2GC, at H2GC's option, to either: (i) procure for the Client's continued use of the Services as contemplated by the Agreement; (ii) substitute the infringing Services; or (iii) modify the Services to become non-infringing. This remedy will not apply to any Infringement Claim arising in whole or in part from (i) a modification to Services not approved or performed by H2GC, (ii) use of Services other than as contemplated by, or in a manner not compliant with this Agreement or the law, (iii) actions, claims, suits, or proceedings to the extent based upon the combination of the Services with content, data, devices, products, software, service, or technology not supplied by H2GC, even if the Services have no substantial use other than as part of a combination. The Client will use all reasonable efforts to mitigate its losses arising out of any third party Infringement Claim. The indemnity in Section 13.6 constitutes the Client's sole and exclusive remedy for any Infringement Claim.

13.7 H2GC's indemnification obligations are contingent upon the Client providing H2GC prompt written notice of any claim it seeks to have indemnified. The Client will give H2GC sole authority to defend or settle the relevant claim and provide, at H2GC's expense, such information and cooperation as may be reasonably necessary to assist the defense of such claim.

## 6. Section 16.9 of the Agreement is hereby deleted.

## 7. Section 17 (Compliance)

17.1 Each party shall comply with all applicable law, including but not limited to the UK Anti-Bribery Act 2010, US Foreign Corrupt Practices Act and UK Modern Slavery Act 2015.

## 8. Section 18 (Governing Law & Jurisdiction)

18.1. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) is governed by the laws of the State of New York (except that any conflicts-of-law principles of such state that would result in the application of the law of another jurisdiction will be disregarded), and each party irrevocably agrees to submit to the exclusive jurisdiction of the federal courts of the State of New York and agree not to plead or claim that any such action has been brought in an inconvenient forum. Each party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement.