**THIS AGREEMENT** has been entered into and is effective as of the \_\_ of \_\_\_\_\_\_\_\_ 2024 (“Effective date”)

BETWEEN

{{Our\_Company}} reg. no.{{Our\_company\_Number}}(“Company”), a company incorporated under the laws of \_\_\_\_\_\_\_\_\_\_\_, having its registered address at \_\_\_\_\_\_\_\_\_\_\_,

and

**{{Partner\_Comapany}}** reg. no.{{Partner\_Company\_Number}}(“Partner”), a company incorporated under the laws of \_\_\_\_\_\_\_\_\_\_\_\_\_, having its registered address at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Company and Partner are each individually referred to as a **“Party”** and collectively as **“Parties”.**

**Terms and Definitions**

As used in this Agreement, the following terms have the meanings set forth below:

**“Agreement”** means this written Software License agreement including any appendix, annex, schedule attached hereto and/or subsequent amendments therein;

**“Deposits”** means any transfer of funds to Registered Player’s Account;

**“Gaming License”** means a permit issued by the respective body to the Partner to deal, operate, carry on or conduct any gambling game, gaming device, race book or sports pool or any of the Product on the Territory if such license or permit is required by the legislation of the Territory;

**“Gaming Services”** means the services related to the Product described in Clause 4;

**“Gross Gaming Revenue” or “GGR”** means the amount of the accepted bets less winnings, voided and/or cancelled bets;

**“Helpdesk Specialist”** means a person responsible for the coordination of works with the Partner on behalf of the Company, who provides ad-hoc assistance to the Partner;

**“Intellectual Property Rights”** means any patents, petty patents, design patents, utility models, registered designs, trade Marks, service marks, design and design rights, database and Software rights, copyright works, moral rights, know how, trade secrets, trade or business names and any other industrial and proprietary rights (whether registered, unregistered or pending) and any right to apply and any application for such rights in any country and any licenses under or in respect of such rights;

**“Launch”** means the first day of public availability of the Gaming Services from the Website;

**“Licensed Software” or “Software”** means the software as further described in clause 4 provided by Company and unless otherwise mutually agreed between the Parties, any and all software releases, patches, updates and other deliverables belonging to Company and supplied to the Partner in accordance with this Agreement and, subject to any other Clause in this Agreement, includes any derivative forms of it resulting from enhancements, changes, additions or modifications made to it under the terms of this Agreement;

{{Our\_Signer}}

**“Live dealer”** means a person appointed at a [gambling](http://en.wikipedia.org/wiki/Gambling) table to assist in the conduct of the game, especially in the distribution of bets and payouts and/or person, who distributes [cards](http://en.wikipedia.org/wiki/Playing_card) to players and manages the action at a table;

**“Product”** means the products as further described in Clause 4 provided by Company and, unless otherwise mutually agreed between the Parties, any and all Product releases, patches, updates and other deliverables belonging to Company and supplied to the Partner in accordance with this Agreement and, subject to any

**Appendix 4**

**List of Product**

* {{Sportsbook}}
* {{Casino\_Suite}}

**SPORTSBOOK** GGR will be shared between the Partner and Company as follows:

{{Sportsbook\_Revshare}}