

# **MASTER SERVICE AGREEMENT**

## **GENERAL TERMS & CONDITIONS**

### **I. GENERAL.**

1. This Agreement consists of the general terms and conditions set forth in the body of this Agreement (“General Terms”); and the Proposal (the “Proposal”). If there is a conflict between the General Terms, and the terms of the Proposal, the Proposal will prevail.

2. The word “including” shall mean “including without limitation.”

3. References to GAN and Client (collectively, the “Parties”) throughout this Agreement shall mean, as the context requires, in addition to GAN and Client, GAN’s and Client’s employees, agents, and/or subcontractors.

### **II. THE SERVICES.**

#### 1. Provision of Services.

(a) GAN shall provide to Client, and Client will receive from GAN, all upon the terms and conditions set forth in this Agreement, and the addendum for each specific Services known as a “Service Level Agreement”. GAN will provide the Services to Client in accordance with the Service Level Agreement(s) addendums in place.

(b) Exclusions. The following services are specifically excluded unless otherwise set forth in the scope of the Proposal at specific hourly rates:

- Any hardware, software, licenses needed for Customer shall be invoiced and paid for separately;
- Special project work (work that goes beyond the scope of work for the onsite staff member) will be priced out and billed separately. All efforts will be made to give a flat rate for any special project work assigned. A normal “special project” will require an additional GAN staff member, or contractor, and take more than 4 hours to accomplish.
- In the event of a disaster, GAN shall make every effort to provide all resources to ensure business continuity. Additional cost will be incurred when additional resources are needed for recovery purposes.

2. Cooperation. Client shall cooperate with GAN in the provision and use of Services. If any part of the Services is delayed by any act or omission of Client, including but not limited to Client’s failure to make payments, the scheduled completion of the Services may be delayed, for which GAN shall not be responsible. Client will not be responsible for any delay period caused by circumstances within GAN’s control.

4. Subcontracting. GAN may, in its sole discretion, use one or more third party Subcontractors (each a “Subcontractor”) to provide some portions of the Services and/or other services related to the operations of GAN’s business.

5. Additional Services. Client may request Additional Services through a GAN-provided

“Additional Services Form.” If the requested Additional Services are available, GAN shall provide Client with a quotation for fees. The Additional Services will be deemed the Services provided pursuant to this Agreement upon receipt by GAN of the Additional Services Form executed by GAN and Client.

6. Accuracy of Client Information, Review of Output; Back-ups.

(a) The performance of the Services by GAN shall be dependent on the timely completion of Client’s responsibilities and obligations under this Agreement. Client shall be responsible for the consequences of any instructions Client may give to GAN, provided GAN has followed such instructions. Client shall be responsible for the accuracy of all information provided to GAN.

(b) Client shall not act or rely upon any Services containing any error, omission, or discrepancy discovered by either party prior to taking such action until such error, omission or discrepancy has been corrected.

(c) GAN does not provide record keeping services. Client shall keep copies of all source documents of the information delivered to GAN or inputted by Client or on behalf of Client, including log-in and password information.

(d) Client shall also be responsible for maintaining backups of all critical software, documents, and applications on all of Client’s file servers, personal computers, and other electronic equipment.

7. Compliance with Laws.

(a) Client (and not GAN) shall be solely responsible for Client’s compliance with all applicable laws and governmental regulations affecting the operation of the business of Client or the Services.

(b) Client may not use the Services, other than for Client’s own legitimate and lawful business purposes and in a manner that complies with this Agreement and all applicable laws and regulations.

(c) Without limiting the generality of the foregoing, Client shall not use the Services to engage in fraudulent, deceptive or misleading activities or practices; infringement, misappropriation or violation of any intellectual property, privacy, or other right of any person or entity; and/or violation of any applicable law or regulation.

(d) Changes in the performance of GAN’s obligations under this Agreement necessitated by GAN’s good faith interpretations of any applicable law and/or regulation shall not constitute a breach of this Agreement.

8. No Legal, Accounting or Tax Advice. The Services do not include any legal, regulatory, accounting, or tax advice and Client will rely solely upon its own advisors with respect to any such advice. GAN makes no warranty or guaranty that the Services will comply with the laws or regulation of Client’s jurisdiction.

9. Client Vendors. Client shall at its own cost make all necessary arrangements to cause Client or any third-party vendors to send information or data to and from GAN as required for GAN to provide the Services. At GAN’s sole discretion, Client shall be responsible to reimburse GAN for any costs GAN is required to bear in connection with or arising out of any such transmissions of information or data from

or to Client and/or to such third-party vendors.

10. Client Requests. GAN shall make commercially reasonable efforts to respond to technical service requests and other Client requests within two (2) Business Days (hereinafter defined as any day except any Saturday, Sunday, or public holiday). GAN, in its sole discretion, may assign a Client request a severity level code of “Critical” in which case GAN shall respond within one (1) business hour. A “Critical” code may be assigned by GAN, if and only if, Client’s server/network is down or seriously impacted, or the Client’s data is lost or destroyed and there is no reasonable workaround currently available.

11. Alterations to Services or Equipment. Client shall not alter any Services or GAN’s equipment without the express written consent of GAN.

### **III. FEES.**

#### **1. Fees for Services.**

(a) Client shall pay GAN the fees and charges for Services provided to Client, and as set forth in the Proposal and/or any Additional Service Forms (the “Fees”).

(b) GAN shall provide Client with the Services based on their current contract agreement. If the number of Supported Users changes, GAN shall have the right, in its sole discretion, to propose an increase to the Fees to reflect the current number of Supported Users.

(c) In addition to paying the Fees, Client shall also pay all reasonable travel and out-of-pocket expenses incurred by GAN in connection with any Services that are specifically set forth in the Proposal for Special Projects and/or any Additional Services Form, including, but not limited to, insurance costs, taxes, and/or other charges of any kind imposed by any federal, state, or local government entity (“Expenses”). Expenses shall also include the costs, including purchase and license costs, for any software.

(d) In its sole discretion, GAN may change the Fees then in effect, or add new fees, by giving Client notice in advance.

#### **2. Payment Terms.**

(a) Client shall pay GAN the Fees upon receipt of invoice. At GAN’s sole discretion, GAN may allow Client to pay any or all Fees or Expenses through credit card or checking account EFT if Client completes a GAN-provided credit card / checking account EFT authorization form.

(b) Unless otherwise set forth in this Agreement, GAN is expressly authorized by Client to invoice in advance for the provision of any Services.

(c) Unless otherwise set forth in this Agreement, all Fees and Expenses are nonrefundable.

(d) Overdue balances that are not subject to a good faith dispute are subject to a service charge equal to the lesser of 2.0% per month or the maximum legal interest rate allowed by law.

3. Collection Expenses. Client will reimburse GAN for all reasonable costs and expenses GAN may incur in connection with collecting any amounts payable under this Agreement.

#### **4. Billing and Contact Information.** Client shall provide GAN with current and accurate

billing and contact information and shall promptly notify GAN of any change in such information.

#### **IV. TERM & TERMINATION.**

1. Term. Unless otherwise set forth in this Agreement, the term of this Agreement shall commence upon the Effective Date and shall remain in effect until terminated by either party, or as otherwise set forth in the Proposal or Additional Services Form.

2. Termination.

(a) Either party may terminate this Agreement for any reason whatsoever by providing three (3) calendar months prior written notice to the other party.

(b) Without limiting any other remedies to which either party may be entitled, if a party, in good faith, determines that the other party has materially breached any of its obligations under this Agreement, such party shall provide written notice to the other party of such determination. The breaching party shall have sixty (60) days to cure the alleged breach, provided that such breach is curable. If the breaching party fails to cure within sixty (60) days of receiving such written notice or is such breach is not curable, the non-breaching party shall have the right to immediately suspend its performance, in whole or in part, under this Agreement, immediately terminate this Agreement, or both. Any and all Fees and Expenses will continue to be payable to GAN during this sixty (60) day period.

(c) Notwithstanding the foregoing, GAN reserves the right, at GAN's sole option, to immediately suspend its performance, in whole or in part, under this Agreement, or immediately terminate this Agreement, if GAN, in good faith and in its sole discretion, determines: (i) Client has failed to pay any Fees due under this Agreement, to perform any other obligation, or upon a breach of this Agreement by Client; (ii) the requirements of any law or regulation have not been met; (iii) as a result of any new, or changes in existing, law or regulation that the requirements of any law or regulation will not be met; (iv) the use of Services is the subject of litigation or threatened litigation by any government agency; (v) any product or material reasonably necessary for the Services is/are enjoined, likely to be enjoined, or the licenses thereto is/are otherwise terminated by the licensing entity; (vi) Client becomes insolvent, files for bankruptcy, or is adjudicated as bankrupt or insolvent, or makes an assignment for the benefit of creditors, or makes an arrangement pursuant to any bankruptcy law, or if a receiver, liquidator, custodian, trustee or the like is appointed for its business; (vii) if Client winds down, liquidates, or otherwise ceases or discontinues its business for any reason; (viii) if Client does not provide its updated billing and contact information within a reasonable time period after GAN makes a request; or (ix) any combination of the foregoing.

(d) Client shall pay GAN an Early Termination Fee if Client terminates the Services or this Agreement in accordance with this Section TERM & TERMINATION, Sub Section 2(c). "Early Termination Fee" means a fee equal to three (3) multiplied by Y, where Y equals the average of all fees payable each month for all Services being terminated during the twelve-month period immediately preceding the effective date of termination (or, if such fees have been payable for less than twelve months as of the effective date of termination, such shorter period during such fees were payable).

3. Effect of Termination.

(a) Upon termination of this Agreement: (i) all rights (including any access and use rights) granted to Client by GAN under this Agreement or in connection with the terminated Services will be terminated; (ii) all Fees and expenses will become immediately due and payable to GAN; and (iii) GAN will cease all Services and terminate Client access and/or use of Services.

(b) With the exception of GAN obligation, if any, to provide Services under this Agreement, all provisions of this Agreement shall survive such termination of this Agreement. Any such termination shall not relieve Client of any fees, costs, or other payments due to GAN through the date of any such termination, nor affect any duties or obligations of either party that accrue prior to the effective date of any such termination.

## V. WARRANTIES.

### 1. GAN Limited Warranty.

(a) Unless otherwise set forth in this Agreement, GAN makes no warranty or guaranty, except that GAN warrants that it: (i) will perform the Services in a good, diligent, timely, and professional manner, utilizing personnel with a level of skill commensurate with the Services to be performed; and (ii) has the requisite power, capacity and authority to enter into this Agreement and to carry out GAN's obligations hereunder. GAN explicitly makes no, and disclaims any, warranty or guaranty regarding: (i) the availability of GAN personnel or Services; (ii) uptime, demand availability, or service levels of the Services; (iii) maintenance of Client data for any purpose; (iv) availability of back-up data or systems; (v) protection against technical malfunction, security breaches, malware, or failure due to security/operating system patches,.

(b) Client must report any breach in this limited warranty to GAN in writing within five (5) days of delivery of each Service. For any breach of the above warranty in this Section, GAN will, at its option and at no cost to Client, provide remedial services necessary to enable the Services to conform to the warranty or, if such remedial services are unsuccessful, refund amounts paid solely in respect of the defective Services. Client will provide GAN with a reasonable opportunity to remedy any breach and reasonable assistance in remedying any defects. The remedies set out in this subsection are Client's sole remedies for breach of GAN's Limited Warranty.

(c) THE LIMITED WARRANTY IN THIS SECTION IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, TITLE, QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS EXPRESSLY OTHERWISE STATED HEREIN, ALL OF THE SERVICES PROVIDED ON AN 'AS IS' BASIS WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. WITHOUT LIMITING THE GENERALITY OF THE PRECEDING SENTENCE, GAN HEREBY SPECIFICALLY DISCLAIMS, WITH RESPECT TO THE SERVICES, ANY AND ALL (I) IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, (II) WARRANTIES OF TITLE AND NON-INFRINGEMENT, (III) WARRANTIES ARISING FROM ANY COURSE OF DEALING, USAGE OR TRADE PRACTICE, (III) WARRANTIES THAT THE SERVICES OR WORK PRODUCT WILL BE UNINTERRUPTED, ERROR-FREE, AND/OR SECURE, INCLUDING THE SERVICES OF ANY THIRD PARTY HOSTING PROVIDER, DATA SECURITY SERVICE OR PRODUCT, OR ANY DATA BACKUP SERVICE OR PRODUCT; AND/OR WARRANTIES, EXPRESS OR IMPLIED, AS TO SYSTEM AVAILABILITY AND FUNCTIONALITY OR ABILITY TO RESOLVE COMPUTER-RELATED PROBLEMS, TO RECOVER DATA, OR TO AVOID LOSING DATA.

### 2. Client Warranties and Representations.

(a) Client warrants and represents that it: (i) has the requisite power, capacity and authority to enter into this Agreement and to carry out Client's obligations; (ii) shall not use the Services in a manner that violates any law or governmental regulation; (iii) has not and will not enter into any agreement

or perform any act which might contravene the purposes and/or effects of this Agreement; (iv) by providing any non-public personal information to GAN, Client has the right, permission, and authority to provide such non-public personal information, and the submission of non-public personal information does not violate any law, regulation, and/or confidentiality agreements or obligations; and (v) by providing software, text, images, photographs, and content to GAN, Client has the right, permission, proper license, and authority to provide such software, text, images, photographs, and content to GAN.

Client further warrants and represents that it shall not: (a) copy or use the Services, except as expressly permitted by this Agreement; (b) use the Services in a manner that: (i) violates, exploits, or harms, or attempts to violate, exploit, or harm, the legal rights (including the rights of publicity and privacy) of any person or third party; (ii) promote any illegal activity, or advocate, promote or assist any unlawful act; (iii) cause annoyance, inconvenience or needless anxiety or be likely to upset, embarrass, alarm or annoy any person or third party; (iv) stalk, harass, intimidate, or harm any person or third party; (v) track any person or third party without their explicit consent; or (vi) act in a manner that could give rise to any civil or criminal liability under any applicable local, state, national or international laws, statutes, ordinances, rules, regulations or ethical codes governing your jurisdiction, including confidentiality, data protection, and intellectual property laws.

3. For any equipment or software installed or maintained through provision of the Services, factory and/or manufacturer warranties may apply.

## **VI. INTELLECTUAL PROPERTY.**

1. Ownership of Proprietary Rights; Access and Use Rights. Client acknowledges that the Client has no rights, title and interest to or in any and all forms of intellectual property, including without limitation, patent, copyright, trademark, service mark, trade secret, business or trade name, know-how and rights of a similar or corresponding character (“Intellectual Property Rights” or “IP Rights”) to the Services or any products created through the Services, including software, websites, materials, products, modifications, source code, documentation, reports and other materials developed by GAN (the “Work Product”), the rights to which will at all times remain the exclusive, sole and absolute property of GAN and all uses thereof by Client shall inure to the sole benefit of GAN. Client retains all rights, title, and interest to any content provided to GAN by Client or any user of Client’s website.

### 2. Infringement Indemnity.

(a) GAN shall defend Client against any third party claims and will indemnify and hold Client harmless against any resulting damage awards or settlement amounts in any cause of action to the extent such cause of action is based on a claim alleging that the Work Product as provided by GAN and used in accordance with the terms of this Agreement infringes upon any Intellectual Property Rights of a third party (“Infringement Claims”).

(b) The foregoing infringement indemnity will not apply and GAN will not be liable for any damages assessed in any cause of action to the extent resulting from a (i) any change, or enhancement in the Work Product made by Client or any third party for Client; (ii) Client's use of the Work Product except as permitted under this Agreement or in combination with any hardware, software, or other materials not expressly authorized by GAN, or (iii) GAN’s use in connection with the Services of text, images, photographs, content, materials, designs, know-how, software or other intellectual property provided by Client or any third party on Client’s behalf to GAN (“Client Event”).

(c) If any Work Product is held or believed to infringe on any third-party’s Intellectual Property Rights, GAN may, in its sole discretion, (i) modify the Work Product to be non-infringing, (ii)

obtain a license to continue using such Work Product, or (iii) if, in GAN's sole discretion, neither (i) nor (ii) are practical, terminate this Agreement as to the infringing Work Product and return to Client any unearned Fees prepaid by Client to GAN. This Section states GAN's entire liability and Client's exclusive remedies for infringement of intellectual property rights of any kind.

3. Client Infringement Indemnity. Client shall defend GAN against any third party claims and will indemnify and hold GAN harmless against any resulting claims, liabilities, damages, judgments, awards, losses, costs, actions, expenses, settlements, interest, penalties, fines, or fees of whatever kind (including reasonable attorneys' fees and investigation costs) in any cause of action alleging infringement upon any intellectual property rights of a third party, to the extent that any such cause of action is based on a claim alleging the occurrence of a Client Event. This Section states Client's entire liability and GAN's exclusive remedies for infringement of intellectual property rights of any kind.

4. Indemnity Conditions. The indemnities set forth in this Agreement are conditioned upon the following: (i) the indemnitee promptly notifies the indemnitor in writing of such Infringement Claim, (ii) the indemnitor controls any negotiations or defense and the indemnitee assists the indemnitor as reasonably requested by indemnitor, and (iii) the indemnitee takes all reasonable steps to mitigate any potential damages that may result.

## **VII. DATA PRIVACY; BREACH NOTIFICATION.**

1. No GAN Warranty Regarding Data Security. Client acknowledges and understands that GAN will provide services designed to provide Client with certain kinds of network security from outside attempts to breach Client's network. Specifically, GAN will provide Client with a business-grade firewall - designed to filter out certain sources of viruses, malware, and other malicious programs; software will be installed to facilitate the updating and patching of all programs on Client's network and workstations; and GAN will make sure Client's anti-virus software is updated regularly so that known security vulnerabilities in said software are remedied when possible. However, Client acknowledges and understands that a majority of security breaches occur as a result of employee negligence and/or third-party(ies) malicious interference with business networks and, therefore, as a result GAN cannot warrant, represent, or guaranty that any of the above-listed network security measures will always maintain administrative, technical, or physical security safeguards which (i) insure the security and confidentiality of non-public personal information; (ii) protect against threats or hazards to the security or integrity of non-public personal information; (iii) protect against unauthorized access or use of non-public personal information that could result in substantial harm or inconvenience; or (iv) insure that any Service or Work Product is free from computer viruses or malicious code, at the time of delivery or the Services or Work Product or in the future.

2. Security. Client represents and warrants that it: (i) shall ensure that any computer or computer system that Client uses to access the Services shall have up-to-date anti-virus software installed and in operation; (ii) all GAN-supplied identification codes and associated passwords shall be kept confidential and secure.

3. Notification. If GAN becomes aware of any unauthorized access that compromises the security, integrity or confidentiality of any non-public personal information, GAN will take actions in good faith to contain and mitigate such unauthorized access, and as required by law.

4. **IN THE EVENT OF A SECURITY BREACH, CLIENT AGREES THAT CLIENT IS RESPONSIBLE, AT CLIENT'S SOLE COST AND EXPENSE, FOR ANY AND ALL COSTS RELATING TO COMPLIANCE WITH DATA BREACH LAWS, OR COSTS RELATING TO CLIENT AND/OR CONSUMER NOTIFICATION.**

5. In the event of any conflict between this Section VII and another agreement or writing executed between GAN and Client, the terms of this Section VII shall prevail unless explicitly otherwise set forth in a signed agreement or writing executed between GAN and Client.

### **VIII. LIMITATION OF LIABILITY.**

1. Mitigation of Damages. GAN and Client will each use commercially reasonable efforts to mitigate any potential damages or other adverse consequences arising from or related to the Agreement or Services.

2. Limitation on Damages. Notwithstanding anything to the contrary in this Agreement, in no event shall GAN's aggregate liability for any claims, damages, lawsuits, losses or causes of action arising under or relating to this Agreement (whether in contract, tort, warranty or otherwise) exceed the combined total amount of fees billed to Client by GAN pursuant to the terms of this Agreement in the twelve (12) month period immediately preceding the event giving rise to such liability regardless of the basis of the claim or cause of action.

THE FOREGOING LIMITATIONS SHALL APPLY WHETHER SUCH CLAIMS, DAMAGES, LAWSUITS, LOSSES OR CAUSES OF ACTION ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR GAN WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

3. Applicability of Limit on Damages. The foregoing limitation shall apply only to the extent permitted by applicable law and shall apply the indemnity obligations of GAN with respect to damages awarded to third parties under Infringement Claims set forth in Section VI.

4. No Consequential Damages. Notwithstanding anything to the contrary in this Agreement and only to the extent permitted by applicable law, GAN will not be responsible for special, indirect, incidental, consequential, or other similar damages (including damages for loss of business or profits, business interruptions or harm to reputation) that Client may incur or experience in connection with this agreement or the Services, however caused and under whatever theory of liability, even Client or its Affiliates have been advised of the possibility of such damages.

5. Client agrees and acknowledges that GAN shall not be responsible for damages, issues, or problems created as a result of Client's alteration of Services, equipment, and/or Client network or systems.

### **IX. INDEMNIFICATION.**

Notwithstanding any other term of the Agreement, CLIENT AGREES TO INDEMNIFY AND/OR HOLD HARMLESS GAN, ITS EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES, AND AFFILIATES (COLLECTIVELY, THE "GAN INDEMNITEES") FROM AND AGAINST ANY AND ALL LIABILITY (INCLUDING CLAIMS, DEMANDS, ACTIONS, SUITS, PROCEEDINGS, LIABILITIES, JUDGMENTS, AWARDS, DAMAGES, SETTLEMENTS, COSTS, EXPENSES, RECOVERIES, DEFICIENCIES, INTEREST, FINES, PENALTIES, INVESTIGATION COSTS, AND REASONABLE ATTORNEY'S FEES) RELATING TO: (I) USE OR MISUSE, STORAGE, ACCESS TO, OR HANDLING OF THE SERVICES, WORK PRODUCT, OR NON-PUBLIC PERSONAL INFORMATION BY CLIENT OR ANYONE ACTING UNDER ITS AUTHORITY OR ON ITS BEHALF; (II) VIOLATION BY CLIENT OR ANYONE ACTING UNDER ITS AUTHORITY OR ON ITS BEHALF, OR ANY APPLICABLE LAW OR REGULATION PERTAINING TO THE PRIVACY OR SECURITY OF NON-PUBLIC PERSONAL INFORMATION;



(III) VIOLATION OF ANY APPLICABLE LAW OR REGULATION BY CLIENT OR ANYONE UNDER ITS AUTHORITY OR ON ITS BEHALF, OR AGREEMENT OR OBLIGATION TO A THIRD PARTY; (IV) ANY BREACH OF THIS AGREEMENT OR ANY OBLIGATIONS, REPRESENTATIONS AND/OR WARRANTIES UNDER THIS AGREEMENT, BY CLIENT OR ANYONE ACTING UNDER ITS AUTHORITY OR ON ITS BEHALF; (V) ANY CLIENT ALTERATION OF SERVICES, EQUIPMENT AND/OR CLIENT'S NETWORK OR SYSTEM; AND/OR (VI) ANY TECHNICAL MALFUNCTION, SECURITY/OPERATING SYSTEM PATCHES, SECURITY BREACHES; MALWARE; OR DATA MAINTENANCE.

**X. ADDITIONAL PROVISIONS.**

1. Amendment. This Agreement may not be modified, supplemented or amended, except by a writing signed by the authorized representatives of GAN and Client.

2. Assignment. Neither this Agreement, nor any of the rights or obligations under this Agreement, may be assigned by either party without the prior written consent of the other party (which consent shall not be unreasonably withheld), except that either Party may assign this Agreement in whole as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets (without necessity of such consent). This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and permitted assigns.

3. Entire Agreement. This Agreement represents and constitutes the entire agreement and understanding by and between GAN and Client with respect to its subject matter and merges and supersedes all prior discussions, agreements and understandings of every kind and nature between the parties, and no party will be bound by any representation, warranty, covenant, term or condition other than as expressly stated in this Agreement.

4. No Third-Party Beneficiaries. Nothing in this Agreement creates, or will be deemed to create, third party beneficiaries of or under this Agreement. Client agrees that GAN's obligations in this Agreement are to Client only, and GAN has no obligation to any third party (including, without limitation, Client's personnel, directors, officers, employees and any administrative authorities).

5. Force Majeure. Any party to this Agreement will be excused from performance of its obligations under this Agreement, except for Client's obligation to pay the Fees to GAN for the Services already rendered, for any period of time that the party is prevented from performing its obligations under this Agreement due to a cause or event that is beyond the reasonable control of GAN and could not reasonably have been foreseen or avoided, including, without limitation, third-party network or system outage, hacking, virus attack, criminal attack or other form of sabotage, act of God, act of government, strike, lockouts, riot, insurrection, civil commotion, war, terrorist attack, earthquake, civil disobedience, court order, labor dispute or disturbances, governmental regulation, computer intrusion, or communication or utility failure, or any outage, unavailability, interruption, delay or degradation of the Services resulting from or caused by any of the following: (i) scheduled downtime, maintenance or repair; or (ii) any act or omission by Client or anyone acting under its authority or on its behalf (collectively, "Force Majeure").

6. Waiver. Performance of any obligation required by a party hereunder may be waived only by a written waiver signed by an authorized representative of the other party, which waiver shall be effective only with respect to the specific obligation described therein. The failure of any Party to exercise any of its rights under this Agreement will not be deemed a waiver or forfeiture of such rights. The invalidity or unenforceability of one or more provisions of this Agreement will not affect the validity or enforceability of any of the other provisions hereof, and this Agreement will be construed in all respects as if such invalid or unenforceable provision(s) were valid.

7. Notices. All notices required to be sent or given under this Agreement will be sent in writing and will be deemed duly given and effective (i) immediately if delivered in person, or (ii) upon confirmation of signature recording delivery if sent via a recognized overnight courier service with signature notification requested, in each case at the address shown on the signature page (or any other address given in writing).

8. Severability. If any provision of this Agreement is finally determined to be invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality or enforceability of the remainder of this Agreement will not in any way be affected or impaired and such court shall have the authority to modify such invalid, illegal or unenforceable provision to the extent necessary to render such provision valid, legal or enforceable, preserving the intent of the parties to the furthest extent permissible.

9. Use of Client's Name. Client acknowledges and agrees that GAN may mention and use Client's name and corporate logo in sales, marketing, advertising and promotional materials (including, without limitation, sales/marketing pitches and presentations, and client/customer lists) for the purpose of identifying Client as a customer of GAN.

10. Governing Law; Venue; Arbitration. The parties agree that this Agreement shall be analyzed, interpreted, construed, and enforced in accordance with the laws of the State of Virginia. Any dispute between the parties related to this Agreement shall be resolved by binding arbitration under the auspices of the American Arbitration Association and the rules promulgated by that body and before a single arbitrator chosen by GAN, in its sole discretion. The arbitration shall be conducted in the City of Virginia Beach, State of Virginia, and judgment of the arbitration award may be entered into any court having jurisdiction thereof.

11. Counterparts. This Agreement may be signed in two or more counterparts by original, .pdf (or similar format for scanned copies of documents) or facsimile signature, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Once signed, any reproduction of this Agreement made by reliable means (e.g., photocopy, facsimile) shall be considered an original.

12. Headings. The headings to the sections of this Agreement are for ease of reference only and shall not affect the interpretation or construction of this Agreement.

13. Relationship of the Parties. The relationship of the Parties hereunder is that of independent contractors. Nothing in this Agreement shall be deemed or construed to constitute an agency, partnership or joint venture between the Parties. None of GAN's employees, agents, vendors, or subcontractors will be considered employees, agents or subcontractors of Client. Unless expressly stated in this Agreement, none of GAN, its employees, agents, vendors, or its subcontractors may enter into contracts on behalf of, bind, or otherwise obligate Client in any manner whatsoever.

14. Use of Services in other Countries. Except as otherwise specifically agreed by GAN and Client in writing, the Client will access and use the Services only in the United States. Client shall be responsible for the consequences of any access or use by Client or third parties authorized by Client outside of the United States, including, but not limited to, legal compliance and regulatory actions.

15. Enforcement Fees and Costs In any action involving the enforcement or interpretation of this Agreement, the prevailing party, whether Client or GAN, shall be entitled to its reasonable attorneys' fees and costs, including such fees and costs incurred in connection with any appeals, in addition to such other relief as may be provided by law.

16. Authorization. Client acknowledge that the person signing this Agreement on its behalf is authorized to do so and may bind Client to all the terms and conditions contained herein, and represents and warrants that such person is acting within the scope of his or her authority as an officer, director or duly authorized agent or employee of Client.

17. Non-Solicitation of Employees. Client acknowledges that GAN has a substantial investment in its employees that provide Services to Client and that such employees are subject to GAN's control and supervision. In consideration of this investment, Client agrees not to solicit, hire, employ, retain, or contract with any employee of GAN, without first receiving GAN written consent. If any employee terminates his or her employment with GAN (regardless of the reason for termination), and is employed by Client (or any affiliate or subsidiary of Client) in any capacity either during or within a six (6) month period, Client shall immediately pay GAN an amount equal to seventy five percent (75%) of the then current yearly salary or wage paid by GAN to such employee.

**IN WITNESS WHEREOF**, this Agreement is executed as of the dates set forth below by the authorized representatives of the Parties who agree and acknowledge that each has read and understand all the provisions contained in this Agreement.

Client		GAN	
Signature		Signature	
Print		Print	George Russo
Title		Title	President
Date		Date	