

SPORTS INFORMATION SERVICES LIMITED
CONDITIONS OF USE FOR CUSTOMERS OUTSIDE
UK, ISLE OF MAN, CHANNEL ISLANDS & IRELAND
EFFECTIVE FROM 14 April 2015

PART 1 - STANDARD TERMS

1 Definitions

1.1 Words and expressions defined in the Principal Agreement will have the same meaning in these Conditions. If any terms in the Principal Agreement are inconsistent with these Conditions, the terms in the Principal Agreement will apply. The expression "**this Agreement**" means the Principal Agreement and the Conditions together.

1.2 For the purposes of this Agreement the following words will have the following meanings.

"Affiliate": as defined in Condition 15.7;

"Audio": the audio service covering race meetings and other sporting events provided by us including horse race commentaries;

"Authorised Purposes": one or more of the purposes set out in Part 2 of these Conditions for which you are authorised by us to use the Selected Services;

"Content": the audio and/or information in text or raw data form and/or visual images forming the Selected Services;

"Data": means the data comprised in TEXT;

"Deposit": means a security deposit for each item of Equipment against loss or damage as we may specify from time to time;

"End User Certificate" means the End User Certificate terms set out in Part 4 of these Conditions of Use;

"Equipment": the decoder supplied by us (and, where you have one, the text computer) through which the Selected Services must (unless otherwise agreed by us) be received (including any additional or substitute equipment);

"FACTS": the service provided by us currently known as "Full Audio and Captions Televised Service" comprising Audio and captions for race meetings and other sporting events covered by us and television coverage of selected race meetings and other sporting events;

"Licences": any and all licences and permissions required under any and all relevant legislation and regulations currently in force or otherwise required at any time from any national, local or any other relevant authority or body or from any other person for or in connection with the reception of the Selected Services and/or the installation of the Equipment at the Premises and reproduction, display and performance of the Selected Services at the Premises, and their use in connection with betting activities. For the avoidance of doubt, for the purposes of this definition, a person shall include any Third Party Content provider;

"Premises": the sites as set out in the Principal Agreement (or the Schedule) to which the Selected Services are supplied under this Agreement;

"Relevant Requirements": as defined in Conditions 14;

"Relevant Tax": means any Tax which is calculated, assessed or estimated on the basis whether solely or not of the nature, business or any activities whatsoever of you or us or of the contractual relationship between you and us under this Agreement, but does not include any tax which is calculated, assessed or estimated purely on profits accruing to us;

"Schedule": the schedule to the Principal Agreement that lists the Premises to which the Selected Services are provided as at the date of this Agreement, and which (as varied to reflect changes to your estate from time to time during the Term) will accompany our invoices in respect of the Service Fees;

"Selected Services": the Selected Services referred to in the Principal Agreement;

"Service Fee": the annual service fee set out in the Principal Agreement;

"Start Date": the later of the date (a) as set out in the Principal Agreement; or (b) on which the Premises (or any of them) first receives any of the Selected Services;

"Tax": means any tax, duty, levy, licence fee or impost, or combination of such, which is payable by or to be collected by us, whether raised or imposed by a national, local or any other authority;

"Term": means the term of this Agreement (i) as set out in the Principal Agreement; or (ii) if left blank in the Principal Agreement, until terminated by you on written notice;

"TEXT": a Selected Service comprising of the pre-formatted teletext information and data services (including, but not limited to those known as "SISText" and "iSIS") comprising textual information relating to race meetings and other sporting events including but not limited to entrants, betting information and results;

"Third Party Content": audio and/or information in text or raw data form and/or visual images comprised or contained within the Selected Services, the intellectual property rights in which belong to any other person we shall notify you of during the Term;

"TO": the telecommunications operator appointed by us from time to time to carry out certain services relating to this Agreement.

2 Conditions of Licence

2.1 **This Agreement and the rights granted to you under it does not confer upon you any right to use or distribute or to authorise others to use or distribute the Selected Services for any purpose other than the Authorised Purposes.** In particular you are **not** entitled to:

- (A) make, and are not entitled to authorise or permit any third party to make, any copies of the Content (and/or any part(s) of it); and/or
- (B) adapt, alter, modify, edit, store, transcribe or relay the Content in any medium (whether physical or electronic); and/or
- (C) decrypt, attempt or authorise any other person to decrypt or attempt to decrypt the data feed comprised within the Selected Services,

without our prior written consent which we may give or withhold in our absolute discretion.

2.2 You must not supply or enter into any agreement or other arrangement to supply or relay the Selected Services or the Content or any part(s) of them to any other body or person including, but not limited to:

- (A) any other bookmaker;
- (B) any operator of cable television, master antennae television, terrestrial television broadcast services or systems; and

(C) any provider or operator of news or information services and/or systems;

and you must not permit any bookmaker, provider or operator to switch or otherwise interfere with the Equipment and/or the signals or other media by which the Selected Services are transmitted to and/or displayed at the Premises.

2.3 You must keep and operate the Equipment in a proper and prudent manner.

2.4 You must immediately notify us in writing of any deterioration of or failure in the reception of the Selected Services by you that is or may be due to a transmission fault. You must maintain a record of any deterioration or failure in the form we may reasonably require.

2.5 Payment of the Service Fee does not entitle you to use any Third Party Content included in the Selected Services for the purpose of negotiating bets. You may be required to pay an additional fee under the terms of your Licence with the relevant third party for this purpose.

2.6 Third Party Content may carry appropriate copyright information. Notwithstanding the Authorised Purposes for which you may be entitled to use the Selected Services, you may not at any time make any alteration to any copyright notices which may be included as part of the Selected Services.

2.7 You agree that:

(A) you will use the Selected Services and the Content entirely at your own risk;

(B) we give no warranty that supply of the Selected Services will be uninterrupted, or that the Content or results from the Selected Services will be accurate;

(C) we may add to or vary the Content or any part of it, or remove any part of it at our discretion;

(D) if you make any use of the Selected Services or the Content which is not an Authorised Purpose, we shall be entitled to terminate this Agreement immediately;

(E) **if the Selected Services include Third Party Content you must have the appropriate Licence(s) from the Third Party Content owners;**

(F) **you alone are responsible for ensuring that you have obtained all the Licences you require for your intended activities;**

(G) the term of any Licence you have from a Third Party Content owner may be shorter or longer than the Term of this Agreement. If the Licence term is shorter, your right to receive the Third Party Content in question will terminate when the Licence in question terminates, and this Agreement will continue in effect even if that Licence terminates before this Agreement. If the Licence term is longer, we will not continue to supply the Third Party Content to you after this Agreement terminates. This does not affect our right to vary or remove Content under Condition 2.7 (C) during the Term.

2.8 You acknowledge that the supply of the official British Pre-Race Data composed within the Content is governed by the terms of the End User Certificate.

2.9 We will notify you as soon as reasonably practicable in advance if we include in the Third Party Content any new material to which your obligations under Conditions 2.7 (E) and (F) apply

3 Your Warranties

3.1 You represent, warrant and undertake that:

(A) you possess full power and authority to enter into and perform this Agreement;

- (B) before the Start Date, you will have obtained all Licences and entered into all necessary arrangements with any and all other third parties (including (if and to the extent applicable) any Third Party Content owner) which are required in order for you to lawfully and properly receive the Selected Services and/or use the Equipment at the Premises for the Authorised Purposes;
- (C) before any of the Licences lapse, expire or further Licences are required, you will obtain any extension or new Licences which are required in order for you to lawfully and properly receive the Selected Services and/or use the Equipment at the Premises for the Authorised Purposes;
- (D) you will comply with the conditions of any Licence (and pay or procure payment of any fees or charges payable for all Licences) and with all pertinent legislation and regulations and will not wilfully or negligently do anything which might cause such Licences and/or permissions to be suspended or withdrawn;
- (E) you will not supply or enter into any agreement or other arrangement to supply, license or otherwise distribute or broadcast the Selected Services or any part of its Content to any third party (and will not permit a third party to view the Selected Services for the purpose of making its own commentary);
- (F) you will not exploit any parts of the Selected Services in any way whatsoever for purposes associated with betting conducted over the telephone, internet or otherwise remotely conducted without first having obtained all appropriate consents and approvals including (if and to the extent applicable) a Licence from any Third Party Content owner; and
- (G) you will keep us fully indemnified from and against all liabilities, damages and loss (including but not limited to reasonable legal fees) suffered or incurred by us or awarded against us in consequence of or arising out of:
 - (i) any breach or non-performance by you of any of the covenants, warranties, representations, obligations and undertakings or agreements under this Agreement, including without limitation, your breach of Conditions 3(E) and 3(F); or
 - (ii) any use by you and/or by any person firm or corporation authorised or permitted by you of the Selected Services or any of the Content and/or copies of the Content in a manner not authorised under this Agreement; or
 - (iii) any breach by you of the terms and conditions of your Licences.

3.2 You acknowledge and agree that any breach of this Agreement could cause injury to us and damages would not be an adequate remedy. If you breach or threaten to breach any provision of this Agreement, we shall be entitled (in addition to claiming damages) to apply for equitable relief in any court of competent jurisdiction and you shall not oppose any such application. Nothing contained in this Agreement shall be construed as prohibiting us from pursuing any other remedies available to us for a breach or threatened breach.

4. Equipment

4.1 We will arrange for the shipping of the Equipment to you on or before the Start Date. Unless you and we agree otherwise, you will pay all shipping and other costs (including any applicable taxes and/or import or export taxes and duties) associated with the shipping of the Equipment.

4.2 You acknowledge that the Equipment is our (or the TO's) sole property and you will not remove any proprietary notices that we may fix to the Equipment.

- 4.3 We may charge you for any additional Equipment required from time to time if direct reception of the Selected Services from our satellites is not possible.
- 4.4 You will before the Start Date and afterwards until the expiry of the Term at your expense provide or arrange for the provision of:
- (A) a suitable position and housing for the Equipment in accordance with our written specifications from time to time; and
 - (B) sufficient permanent sources of electric power to the specification required by us for the operation of the Equipment.
- 4.5 You will not (and you will not purport to) sell, assign, transfer, let, hire, charge, pledge or mortgage or otherwise dispose of the Equipment. You will not (and you will not permit any person other than us, the TO or our nominee to) remove the Equipment from the Premises provided that this restriction will not apply to any equipment that you own.
- 4.6 You will not, and will not allow any third party to, damage, tamper with, modify, adjust, maintain, move or attach any other equipment, machine or apparatus directly or indirectly to or place anything in electrical connection with the Equipment without our written consent. You agree that your breach of this Condition 4.6 will entitle us to terminate the Agreement in accordance with Condition 8.2(A).
- 4.7 If the Equipment requires adjustment, maintenance or repair, you will promptly notify us or our nominated sub-contractors and ship the faulty Equipment back to us. (For the avoidance of doubt, unless you and we agree otherwise, you will pay all shipping and other costs, (including any applicable taxes and/or import or export taxes and duties) associated with the return of the faulty Equipment to us). On receipt of the faulty Equipment, we will arrange for a replacement item of Equipment to be despatched to you with minimal delay following your notification. You will not attempt to repair or do anything likely to adversely affect the performance of the Equipment or obliterate or deface any words or signs on it nor permit any other person (except a person authorised by us) to do so.
- 4.8 You will be solely responsible for any loss of or damage to the Equipment whilst it is installed or otherwise on the Premises whether or not this results from your fault or negligence. You must inform us as soon as possible of any such loss or damage and pay for or reimburse to us our costs of replacing and/or repairing any Equipment which is lost, damaged (excluding fair wear and tear) or destroyed. If you fail to do so, we will retain the Deposit.
- 4.9 You will not and you will not allow any other person to use the Equipment for any purpose other than the Authorised Purposes. You agree that your breach of this Condition 4.9 will entitle us to terminate the Agreement in accordance with Condition 8.2(A).
- 4.10 Upon termination or expiry of this Agreement (however arising), you will promptly return the Equipment to us. On receipt of the Equipment and provided that it is in good working order (except for reasonable wear and tear) we will refund the Deposit to you.
- 4.11 Notwithstanding Condition 4.5 above, if you wish to remove the Equipment from the Premises and install any Equipment in new premises (in an area in which reception of the Selected Services is permitted by us) in substitution for the Premises, you may do so with our prior written consent (which shall not be unreasonably withheld or delayed). Upon the completion of such installation the new premises will be substituted for the Premises and with effect from such date all references to the Premises in this Agreement will refer to the new premises.
- 4.12 You must employ all reasonable and practicable measures to prevent interference with, theft of, unlawful reception, exhibition, copying, broadcasting, communication to the public or use any of

the Content, the Selected Services or any other material supplied to you by us. You must notify us promptly in writing of any such unlawful reception, exhibition, copying, broadcasting, communication to the public or use of the Selected Services (or any part of it) or any other material which we supply to you and you must consult with us regarding ways in which to prevent and deter such unauthorised use.

4.13 We may enter the Premises from time to time during the Term, during your normal business hours, for the purposes of inspecting the Equipment in order to check that you are complying with your obligations under this Condition 4 and to ensure that you are not using the Equipment and the Selected Services for any purposes other than the Authorised Purposes. You will provide us with access to the Premises for this purpose and will provide all requested assistance to enable us to carry out such inspection.

4.14 You acknowledge that the Equipment and Selected Services embodies confidential proprietary technology belonging to us, and you undertake that except as expressly authorised by us in writing:

(A) you shall not make any inventions or developments using or based on the Equipment and Selected Services including TEXT, and if any such inventions or developments are made, you shall at our request and cost do all such further acts and execute all such documents as may from time to time be necessary to assign to us all Intellectual Property Rights (as defined below) in such inventions or developments to us or our nominee;

(B) you will not use TEXT directly or indirectly to procure a commercial benefit to you or a commercial disadvantage to us. For the purpose of this Condition 4.14(B), a commercial disadvantage shall include, but not be limited to:

(i) supporting any patent applications being made by you or by any third party;

(ii) obtaining or submitting evidence to support an allegation of patent infringement; or

(iii) anything you do or authorise any third party to do in connection with the design, test, manufacture or modification of hardware (which includes software incorporated in or used in conjunction with such hardware) driven by TEXT.

"Intellectual Property Rights" means any current and future intellectual property rights, including:

(A) copyrights, trade marks, trade names, domain names, rights in logos and get-up, inventions, confidential information, trade secrets and know-how including commercial know-how, design rights, patents, utility models, semi-conductor topographies, all rights of whatsoever nature in computer software and data, rights in databases, privacy rights; and

(B) all intangible rights and privileges of a nature similar, analogous or allied to any of the above.

5. Service Fee

5.1 (A) Customers in Germany

Unless you contract directly with us in which case Condition 5.1(C) applies, you must pay the Service Fee to Buchmacher Service GmbH who have been authorised to collect payments from their members on our behalf, by standing order or direct debit (unless otherwise agreed) by quarterly instalments in advance (unless otherwise agreed in writing). The first instalment will be due on or before the Start Date and will include all sums due for the period from the Start Date to

the end of that quarter. Subsequent instalments will be due on or before the first day of each quarter. The Service Fee for additional Premises will be charged pro rata to the next quarter day.

(B) Customers in the Caribbean

You will before the Start Date pay us the Deposit which, subject to Condition 4.10, will be refunded when we receive the Equipment at the end of the Term. You must pay us the Service Fee by standing order or direct debit by monthly instalments in advance (unless otherwise agreed in writing). The first instalment will be due on or before the Start Date and will include all sums due for the period from the Start Date to the end of that month. Subsequent instalments will be due on or before the first day of each month. We reserve the right to charge an additional administration fee in relation to any payments which are made other than by standing order or direct debit.

(C) All Other Customers

You will before the Start Date pay us the Deposit which, subject to Condition 4.10, will be refunded when we receive the Equipment at the end of the Term. You must pay us the Service Fee by standing order or direct debit by quarterly instalments in advance (unless otherwise agreed in writing). The first instalment will be due on or before the Start Date and will include all sums due for the period from the Start Date to the end of that quarter. Subsequent instalments will be due on or before the first day of each quarter. We reserve the right to charge an additional administration fee in relation to any payments which are made other than by standing order or direct debit.

- 5.2 The Service Fee and any other amounts payable by you under this Agreement are exclusive of Value Added Tax or other sales taxes, which will be charged at the appropriate rate if applicable. You must pay all Value Added Tax or other sales taxes that become payable in any jurisdiction as a result of your use or receipt of the Selected Services.
- 5.3 We shall be entitled to charge you for any bank charges (if any) that are incurred by us in connection with processing your payments.
- 5.4 If you are required by law to deduct withholding tax from payments under this Agreement, you shall only do so if you (a) inform us of your intention to do so in writing before deducting any such amounts; (b) promptly provide us with all receipts issued by the relevant Tax Office evidencing payment of any withholding tax deducted pursuant to this Condition; and (c) provide reasonable assistance as may be necessary for us to secure from the UK (or other) tax authorities tax credits in respect of the withholding tax deductions made in accordance with this Condition. Save as permitted under this Condition, you shall not be entitled to make any deduction or withholding from any amount payable under or in connection with this Agreement.
- 5.5 We may from time to time and in our sole discretion vary the Service Fee on giving you not less than three months prior written notice. Any such variation will take effect upon the date specified in the relevant notice. In respect of periods commencing on or after such date, you must pay the Service Fee as varied by us, subject to Condition 5.7.
- 5.6 Notwithstanding Condition 5.5, we may increase the Service Fee on notice at any time during the Term by any amount to reflect:**
- (A) the increased cost of existing Content;**
 - (B) the cost of acquiring rights to additional and/or new Content;**
 - (C) in the case of both (A) and (B) above, the cost of producing Content to a suitable standard;**

- (D) the imposition of a Relevant Tax; or**
- (E) if the Service Fee in the Principal Agreement is in a currency other than pounds sterling , changes in the daily spot exchange rate between that currency and the pound sterling, as published by the Bank of England (or any successor) from time to time.**

If we do increase the Service Fee in accordance with this Condition 5.6 then Condition 5.7 will not apply. Any such increase will take effect on the day specified in the relevant notice.

- 5.7 If we increase the Service Fee by an amount exceeding the rate of inflation (other than under the circumstances described in Condition 5.6) you may terminate the Agreement with effect from the date on which the increase in the Service Fee would otherwise take effect by giving us written notice at any time before that date. The rate of inflation will be calculated by reference to the increase in the all items index of retail prices maintained by the United Kingdom Government over the twelve months immediately prior to date of our notice varying the Service Fee.
- 5.8 If you decide to terminate this Agreement under Condition 5.7 and then, at any time within six months of the termination you enter into an agreement with us to receive any of our services at the Premises you will pay to us, in addition to any other sums which may be payable under the new agreement:
- (A) a sum equal to the difference between:
- (i) the amount which would have been payable to us in respect of such period had you not terminated this Agreement; and
 - (ii) the amount actually paid by you to us in respect of the period from the date of your notice terminating this Agreement to the date of the Service Fee increase;
- and
- (B) the reconnection charge required by us.

This term will survive the termination of this Agreement.

- 5.9 You must make prompt and correct payment of all amounts that you owe to us (and time will be of the essence in this respect). We may charge you interest at a rate of 4% (four per cent) per annum above the Royal Bank of Scotland Plc Base Lending Rate ruling from time to time compounded monthly on all late and overdue payments until payment is received by us. If any amount payable by you to us has not been paid in full by the due date then all amounts owing (whether due or not) by you to us, will become immediately due and payable, together with all costs and expenses, including, without limitation, legal and other debt collection expenses, incurred by us in recovering and attempting to recover all such amounts.
- 5.10 Where the Service Fee as set out in the Principal Agreement is based on a revenue share arrangement or turnover, you shall maintain complete and accurate books and records, including without limitation computer records, relating to the calculation of the Service Fee, in each case for a minimum period of twelve (12) months from the termination or expiry of this Agreement. We shall have a right of audit and you shall make available to us or our representatives for inspection at your premises on reasonable notice such records in order to verify compliance with this Agreement. Any underpayments revealed shall be paid immediately to us plus interest at 4% per annum above the daily Royal Bank of Scotland Plc Base Lending Rate (on the date the payment was due) from the due date until the date of payment. The cost of any audit shall be paid by you if there is an underpayment of more than 5% of the total Service Fee payable for the period the subject of the audit.

- 5.11 For cable-receive Premises only, the Service Fee covers standard installation only i.e., direct-receive Premises sites. In respect of such sites, installation fees will be agreed on a site-by-site basis. The installation fees will be payable:
- (A) as one lump-sum, payable in full before the date of the installation; or
 - (B) in equal monthly instalments throughout the Term, plus interest at a rate of 2% per annum above the LIBOR rate ruling from time to time.

6. Planning and Consents

If a Licence is required, you must obtain a Licence in connection with the installation of the Equipment and/or receipt of the Selected Services at the Premises. Until this Licence has been obtained we will not be obliged to install the Equipment or make the Selected Services available to you at the Premises. If the Licences have not been obtained within 180 days of the date of this Agreement, or if a Licence is refused we will be entitled to terminate this Agreement, and you will reimburse us our reasonable charges properly incurred up to the date of termination.

7. Assignability

This Agreement is personal to you and you may not assign, transfer, sub-contract, charge, make over or dispose of this Agreement or any of your rights or obligations under it (in whole or in part) to any person, firm or corporation without our prior written consent. If you assign or attempt to assign in breach of this Condition, we will have the right to terminate the Agreement immediately on giving notice to you. No assignment or transfer will relieve you of any of your obligations under this Agreement.

8. Term and Termination of Agreement

8.1 The Term of this Agreement will commence on the Start Date and (subject to any rights we or you may have under this Agreement to terminate this Agreement earlier) will continue for the fixed term set out in the Principal Agreement.

8.2 We will be entitled, in addition to any other rights we may have, to suspend (until such time as the situation is remedied) and/or terminate this Agreement or any part of (in our absolute discretion) immediately on written notice to you if:

- (A) you commit a material breach of the Agreement which is not capable of remedy or, if the breach is capable of remedy, you fail to remedy it within
 - (i) 5 (five) days of written notice specifying the breach and requiring its remedy in the case of your failure to pay any part of the Service Fee when due; or
 - (ii) 14 (fourteen) days of written notice specifying the breach and requiring its remedy in the case of any other breach; or
- (B) you commit a material breach of any other agreement between you and us which would entitle us to terminate that agreement; or
- (C) we have supplied and/or are maintaining the Equipment and:
 - (i) maintenance has in our reasonable opinion become unreasonably hazardous or economically unviable by reason of its age or availability of spares and/or
 - (ii) the location of the Equipment has proved to be unusually susceptible to acts of vandalism; or
- (D)

- (i) you stop, or if we reasonably consider that you may stop, carrying on business at the Premises; or
 - (ii) you make any arrangement for the benefit of creditors or make any composition with creditors, or
 - (iii) a receiver or receiver and manager is appointed over any or all of your assets; or
 - (iv) if any action or proceeding under bankruptcy or insolvency law is taken against you and is not dismissed or discharged within 28 (twenty eight) days of the commencement of such action or proceeding (time being of the essence); or
 - (v) if you effect a voluntary or compulsory liquidation of assets (other than for the purposes of a solvent reconstruction or solvent amalgamation); or
- (E) you are in breach of any of the conditions of, or if you fail to conclude or renew at any point during the Term, your Licences to use the Selected Services or any part of the Content contained within it; or
- (F) building or other work (whether temporary or permanent) on the Premises or any neighbouring premises prevents or interferes with the reception of the Selected Services by you at the Premises; or
- (G) you are an entity in the form of a corporation, association or partnership, or a company limited by shares or guarantee or any other such equivalent body, and any transfer or disposal of or change in a substantial portion of the shares or assets or any controlling interest of such entity or body occurs;
- (H) without prejudice to our right to vary the Content (or any part of it) under Condition 2.7, any of the rights which we have acquired from third parties to provide the Selected Services or the Contents (or any parts of them) are not renewed, extended or substituted; or
- (I) you fail to pay any element of the Service Fee when due.

8.3 If the Premises comprise of more than one site then:

- (A) irrespective of the Start Date that applies to particular a site, the Term of this Agreement shall expire of the end of the period set out in the Principal Agreement;
- (B) **if for any reason we stop supplying the Selected Services to any site before the end of the Term, the Service Fee in respect of the affected site shall remain payable up to the end of the Term in accordance with Condition 10.2;** and
- (C) if any of the events referred to in Conditions 8.2 (C), D (i), (E) or (F) shall occur in relation to some but not all of such sites, then (in addition to any other rights we may have) we shall be entitled to terminate this Agreement under the Conditions referred to above only in respect of the particular sites affected by the events in question.

8.4 You may terminate this Agreement upon giving us written notice (such notice to expire at the end of a calendar month), if we fail to perform any material obligation, or are in breach of any of our warranties under this Agreement and we have not cured or remedied such failure or breach within 28 (twenty eight) days of your written notification to us of our failure. You will also keep all of your other rights under this Agreement.

8.5 If we terminate the Agreement under Condition 8.2(C), then subject to Condition 4.3, we will discuss with you if you request the feasibility of supplying the Selected Services to the Premises otherwise than by way of direct reception by satellite at the Premises. If we agree that an

alternative supply is feasible, you and we will negotiate in good faith regarding terms for the supply of the Selected Services to the Premises by the alternative means.

8.6 If we suspend the Agreement and you remedy the notified breach, we may charge you a fee for reconnection of the Selected Service.

9. Force Majeure

Neither you nor we will be liable to the other or be deemed to be in breach of the Agreement by reason of any delay in performing, or any failure to perform, any of its obligations (except for any payment obligations) under this Agreement, if the delay or failure was due to any cause beyond the reasonable control of either party. Without limitation, the following will be regarded as causes beyond your or our reasonable control:

- (A) Act of God, explosion, flood, tempest, fire, fog, sun outage, inclement weather and other meteorological conditions, perils of the sea or rivers or accident;
- (B) war or threat of war, sabotage, malicious damage, insurrection, civil disturbance or requisition;
- (C) acts, restrictions, regulations, by-laws, prohibitions or measures of any kind on the part of any government or other authority;
- (D) strikes, lock-outs or other industrial actions or trade disputes (whether involving your or our employees or those of a third party);
- (E) difficulties or delays in obtaining raw materials, labour, fuel, machinery or supplies or transport delays;
- (F) satellite or transponder pre-emption satellite or satellite transmission failure, or degradation or failure or degradation of terrestrial facilities for the uplink to such satellite, power failure or breakdown in machinery or other contingencies preventing or delaying service provision; or
- (G) acts of third parties (including without limitation the TO and our agents and subcontractors).

Where any of the above events continue for three months or more then the party not suffering any of the above events may (while such event(s) continue) terminate the Agreement by written notice to the other party.

10. Consequences of Termination

10.1 Upon any termination or expiry of the Agreement we will stop the supply of the Selected Services and, where we have supplied Equipment to you, Condition 4.10 will apply.

10.2 Subject only to Condition 9, if we terminate the Agreement under Condition 8.2 you will pay to us a sum calculated at the rate of 87.5% of the Service Fee (subject to Condition 8.3, if applicable) due from the date of such termination ("the Termination Date") until the sooner of:

- (A) the date next following the Termination Date when you could have terminated the Agreement; or
- (B) the date upon which the Agreement would otherwise have expired through effluxion of time.

You will pay us this money as liquidated and ascertained damages (and not as a penalty) and you must pay the money to us in full on or before the Termination Date. For the avoidance of doubt, the rate of 87.5% referred to above is an accurate and genuine pre-estimate of our loss in the event of termination under Condition 8 and incorporates a discount to reflect accelerated receipt.

10.3 Upon termination of this Agreement any amounts you owe to us under this Agreement will become immediately due and payable. Any termination or expiry of this Agreement does not affect any rights or liabilities of you or us which have accrued prior to the termination or expiry and will not affect any of the terms of this Agreement which are expressly or by implication intended to come into force on or to continue in force after such termination.

11. Limitation of Liability

11.1 We will not in any event be liable to you in contract, tort (including negligence or breach of statutory duty) or otherwise:

- (A) for loss (whether direct or indirect) of profits or business, anticipated savings, or any indirect or consequential loss, irrespective of whether you have advised us of the possibility of such loss; and/or
- (B) for any interruption, failure or material deterioration (however caused and excluding any event referred to in Condition 9 (Force Majeure)) in the reception of the Selected Services by you lasting less than 48 consecutive hours (excluding the hours of Good Friday and Christmas Day) or 48 hours (excluding the hours of Good Friday and Christmas Day) in aggregate in any six month period (without affecting any other term of this Agreement). Interruptions, failures or material deteriorations lasting for 60 minutes or less will be disregarded. In the event of any such interruption, failure or deterioration our obligations under this Agreement will be suspended but your obligations will continue in full force and effect.

11.2 Subject to Condition 11.4, in any event, our aggregate liability to you in contract, tort (including negligence or breach of statutory duty) or otherwise arising by reason of or in connection with the Agreement is limited:

- (A) to the amount of the then current (annual) Service Fee paid by you for any one incident or series of related incidents; and
- (B) to an aggregate amount of twice the amount of the then current (annual) Service Fee paid by you, for any number of incidents whether related or unrelated in any period of 12 (twelve) months.

11.3 Each provision of this Condition 11 is to be construed as a separate limitation applying and surviving even if for any reason one of the provisions is held inapplicable or unreasonable in any circumstances and will remain in force notwithstanding termination of the Agreement.

11.4 We do not exclude or restrict liability for death or personal injury resulting from our own negligence or from our fraudulent misrepresentation.

12. Notices

12.1 Any notice required or permitted to be given by either party to the other under this Agreement will be in writing addressed to the other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice. Any notice of termination of this Agreement given by you must be served on us by recorded post.

12.2 Any notice to be given under these conditions will be considered to have been properly given if delivered personally or sent by prepaid first class mail or fax to the party concerned at the address referred to in Condition 12.1. In the absence of evidence of earlier receipt, any such notice will be regarded as having been given:

- (A) if left personally, when left at the address referred to in Condition 12.1;

- (B) if sent by pre-paid first-class post (i.e., internal mail) two days after posting it;
- (C) if sent by fax, when clearly received in full.

13. **Data Protection**

Under the terms of our arrangements with some of our Content suppliers we may be required to provide details of your name and address to them at their request. To the extent that this information amounts to personal data under applicable EU data protection legislation, you give your consent to us disclosing this information to such suppliers if we are required to do so under the terms of our agreements with them. You also give your consent to our disclosing this information to trade associations representing bookmakers for the purposes of communicating trade information relevant to the interests of the bookmaking industry as a whole.

14. **Anti-Bribery**

14.1 You warrant that you shall:

(A) comply with all applicable laws, regulations and sanctions relating to anti-bribery and anti-corruption (the "Relevant Requirements");

(B) not engage in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010 (or any successor or replacement legislation) if such activity, practice or conduct had been carried out in the UK;

(C) have and maintain in place throughout the Term your own policies and procedures to ensure compliance with the Relevant Requirements, and will enforce them where appropriate;

(D) promptly report to us any undue financial or other advantage of any kind that is offered to (or made, received or requested by) it in connection with the performance of this Agreement; and

(E) ensure that all persons associated with this Agreement comply with this Condition 14.

15. **Miscellaneous**

15.1 The headings in this Agreement are for information only and do not form part of this Agreement.

15.2 If you do not comply with your obligations under this Agreement, we may seek our remedies against you at any time. Any failure or delay by us to enforce a breach of this Agreement against you will not prevent us from seeking our remedies in respect of the breach in question, or in respect of any other breach you may have committed at any other time during the Term. 15.3 If any part of this Agreement is unenforceable (including any provision which excludes or limits our liability to you), the enforceability of any other part of this Agreement will not be affected.

15.4 This Agreement does not create any partnership between us. You and we each confirm that you and we have entered this Agreement independently, and that neither you nor we have any power to act, and will not hold yourself or ourselves out as agent for and/or partner with the other and will not enter into any contracts or agreements or incur any obligations or liabilities in the name or on behalf of the other.

15.5 Where this Agreement applies to more than one set of premises, it will apply to each set of premises as though a separate agreement had been entered into in respect of each such set of premises and references in this Agreement to the Premises will be construed accordingly.

15.6 For the avoidance of doubt, you and we agree that this Agreement is not nor will anything contained in it constitute a contract of hire. No amounts payable under this Agreement are by way of rental or hire fee.

15.7 Your Affiliates from time to time shall be entitled to the benefit of this Agreement. For the purpose of this Condition 15.7, an Affiliate means any company which is a Subsidiary or Holding

Company of your company, or any company which is a Subsidiary of such Subsidiary or Holding Company. "Subsidiary" and "Holding Company" shall have the meanings ascribed to them in section 1159 of the Companies Act 2006.

- 15.8 Except in respect of fraudulent misrepresentation, this Agreement sets out the whole of our agreement and supersedes any previous agreement between you and us, as well as all discussions, correspondence and understandings in relation to the matters dealt with in this Agreement.
- 15.9 **Except as set out in Conditions 5.5 and 5.6, no amendment or modification of this Agreement relating to the amount of Service Fees payable by you or the duration of this Agreement will be valid or binding upon either of you or us unless made in writing and signed by an authorised representative of each party. We reserve the right to supplement, add to or vary any other term of this Agreement. We will notify any such changes to you in writing, to take effect from the date that we specify in the notice to you.**
- 15.10 We shall be entitled to disclose your details (including your name and contact details) and the existence and terms of this Agreement to:
- (A) our personnel, agents, professional advisors, Affiliates and licensors; and
 - (B) any party where disclosure is required by law or where disclosure is required for the performance of this Agreement and/or to comply with our obligations.

16 Governing Law

- 16.1 This Agreement will be governed by and interpreted in accordance with the laws of England and Wales and the English courts shall have jurisdiction to resolve any dispute between us arising under this Agreement.
- 15.2 You irrevocably waive any objection which you might have at any time to the courts of England being nominated as the forum to hear and determine any proceedings and to settle any disputes and agree not to claim that the courts of England are not a convenient or appropriate forum.
- 15.3 The submission to the jurisdiction of the courts of England shall not (and shall not be construed so as to) limit our right to take proceedings against you in any other court of competent jurisdiction, nor shall it limit our right to take proceedings in any other jurisdiction (whether concurrently or not) if and to the extent permitted by applicable law.

PART 2 - AUTHORISED PURPOSES

- 1 To receive the Selected Services and to copy and/or show the Content or the Selected Services live on-screen in the Premises.
- 2 To receive the Selected Services to drive EPoS, bet settling and bet automation systems in the Premises that are licensed betting offices, where the systems do not form part of a network that covers more than one licensed betting office. For the avoidance of doubt, you are not entitled to use the Selected Services to drive the head-end of a network that supports integrated EPoS, bet settling or bet automation systems in one or more tail-end sites.
- 3 To receive Audio and play it live in the Premises.
- 4 If the Selected Service includes TEXT, to substitute your own prices (odds) and re-arrange the presentation of the Content.

The Authorised Purposes also include the right to use the Selected Services for the purpose of taking bets from members of the public in person or by telephone, but do not include using them in connection with the provision of betting services conducted over the internet or by any other remote means.

Unless otherwise agreed to by us, the Selected Services can only be received by you and/or shown or played in the Premises by you using the Equipment. We may agree to deliver the Data to you via TCP/IP transmission, in which case the Special Conditions set out in paragraph 2 of Part 3 of these Conditions of Use shall apply.

PART 3 – SPECIAL CONDITIONS

1. **The below Special Conditions apply if you are a SIS/GBI International FACTS Service customer:**
 - 1.1 The Conditions of Use shall be varied and/or supplemented by the following Special Conditions required pursuant to our agreement with GBI Racing Limited (English company with company number 7126783):
 - 1.1.1 You shall only be entitled to use the Selected Services for fixed odds betting purposes.
 - 1.1.2 You shall not be entitled to create “off-tube” English language commentaries of the races comprising the Selected Services.
 - 1.1.3 You acknowledge that SIS shall be entitled to disclose your details and the existence and terms of this Agreement to GBI Racing Limited (English company with company number 7126783) pursuant to Condition 14.10 of the Conditions of Use.

2. **The below Special Conditions apply if we deliver the Data to you via TCP/IP transmission**
 - 2.1 We shall deliver the Data via TCP/IP from our premises to the Premises (“the Data Service”).
 - 2.2 Access to the Data Service is via user via user identification (“IDs”) and passwords, which we shall notify to you in writing. We:
 - (a) are responsible for the security and proper use of all user IDs and passwords used in connection with the Data Service;
 - (b) reserve the right to suspend user ID and password access to the Data Service if at any time we consider that there is or is likely to be a breach of security; and
 - (c) reserve the right (at our sole discretion) to require you to change any or all of the passwords used by the you in connection with the Data Service.
 - 2.3 You acknowledge that the IDs and passwords are confidential and undertake to us that you shall not and shall procure that your associates, directors, officers and employees shall not at any time save with our prior consent in writing divulge or communicate them to any person other than to your directors, officers, employees or professional advisers whose business it is to know the same, save to the extent to which such information shall (other than through any unauthorised disclosure by or any of your associates, directors, officers or employees) come within the public domain other than through breach of this Agreement or is required to be disclosed by any governmental or other authority of competent jurisdiction.
 - 2.4 You acknowledge and agree that any breach of paragraph 2.3 above could cause injury to us and that damages would not be an adequate remedy. If you breach or threaten to breach any provision of paragraph 2.3 above, we shall be entitled (in addition to claiming damages) to apply for equitable relief in any court of competent jurisdiction and you shall not oppose any such application. Nothing contained in this Agreement shall be construed as prohibiting us from pursuing any other remedies available to us for a breach or threatened breach.

PART 4 - END USER CERTIFICATE (Direct End User)

1. By accepting delivery of the Pre-Race Data (as set out in Appendix 1), you agree that the terms of this End User Certificate ("EUC") are incorporated into your agreement ("Agreement") with us for the supply of services.

2. The terms of this EUC may be enforced directly against you by Racecourse Data Company Limited ("RDC") under the Contracts (Rights of Third Parties) Act 1999.

3. Terms defined in your Agreement shall have the same meaning in this EUC.

4. In consideration of, and subject to, your compliance with the obligations and restrictions set out in this EUC, we hereby grant to you a non-exclusive licence to use the Pre-Race Data (as set out in Appendix 1) from the racecourses set out in Appendix 2 (each a "Racecourse" and together the "Racecourses") for the purposes ("Purposes") set out in Appendix 3 until the expiry of the Term or 31st December 2018 (whichever is the earlier), solely for your personal use in connection with your own business, and provided that you:

- (a) will only publish the most recently updated version of the Pre-Race Data as at the time of publication (whether updated by RDC or its third party providers to correct an earlier error or to reflect changes in runners, riders or entries in respect of any Fixture or for any other reason);
- (b) will, except to the extent necessary to maintain records for your own internal and legal purposes, delete all Pre-Race Data that it is no longer permitted to publish, including all earlier versions of Pre-Race Data that RDC or its third party providers has, prior to publication, replaced with updated versions and any other Pre-Race Data that we or RDC specifically instruct you to delete;
- (c) will publish the Pre-Race Data only as provided to you by us without edit, adaptation or change;
- (d) will not use any of the Pre-Race Data to create your own tables, database(s) or compilations of data, except for your own internal accounting purposes or to comply with any applicable legal or regulatory requirement
- (e) will not use the Pre-Race Data for any purpose except as expressly permitted by this EUC;
- (f) ensure that the Pre-Race Data may only be used in connection with your own business of providing betting services to the public and shall not onward supply, sub-license, actively facilitate the provision of or knowingly make available any Pre-Race Data (including, without limitation, by the way of white labelling, re-skimming or other supply or licence of any third party website, mobile site or mobile application or other service containing any Pre-Race Data) or otherwise commercially exploit any of the Pre-Race Data;
- (g) shall not replicate or use any trade mark, badge, insignia or logo owned or used by RDC other than in connection with the Purposes; and
- (h) shall include on any website a notice in the form set out below:

"Pre-Race Data in respect of horseracing events in Great Britain displayed on this website is the property of Racecourse Data Company Ltd ("RDC") and/or its licensors. Pre-Race Data is intended for personal, private and non-commercial use only and may not be displayed in public,

broadcast or used for any commercial purpose without the express written consent of RDC. Whilst every effort is made to ensure that the information is accurate, RDC accepts no responsibility for any use made of the information provided on this website and excludes all liability in respect of any loss suffered by any person arising directly or indirectly from use of the information".

5. RDC and /or its authorised representative shall be entitled no more than once in any year of the Term during normal business hours and upon reasonable notice to have reasonable access to your premises, technical systems, records, directors and employees, and those of your agents and contractors, in order to satisfy themselves that you are complying with your obligations under this EUC.

6. RDC will be entitled to terminate this licence on notice if any of the above conditions are not complied with.

7. Where any of your services to your customers is an electronic service, the general terms and conditions of such service will include provisions substantially similar to the following:

- (a) the Pre-Race Data may only be used for the user's personal use and the distribution, onward supply, sub-licensing or other commercial exploitation of any of the Pre-Race Data is prohibited;
- (b) use of the Pre-Race Data is at the sole risk of the user;
- (c) no warranty is given that the supply of the Pre-Race Data will be uninterrupted or as to the accuracy of the Pre-Race Data.

8. You acknowledge that the obligations set out in paragraph 4 (d) and (e) shall survive any termination of expiry of this EUC.

9. RDC (or its Third Party Provider(s)) will, at its (or their) option, have the conduct of all proceedings relating to the enforcement of any rights (including intellectual property rights if and to the extent that any subsist) in the Pre-Race Data. You agree to give all reasonable co-operation in relation to protecting such rights including taking any reasonable action in respect of such rights as requested by RDC or any of its Third Party Providers, and RDC or the relevant Third Party Provider(s) will pay your reasonable expenses in giving such co-operation.

Appendix 1

Pre-Race Data

The date and location of the Fixture

The Race Conditions

Provisional Entries: names of horse, owner, trainer and jockey

Confirmed Entries: names of horse, owner, trainer, jockey and weight plus colours and blinkers

Declarations: names of horse, owner, trainer, jockey and weight

Days since last race

Weight

Saddle cloth number

Colours

Officials and stewards

Draw (i.e. starting stall number)

Official Rating

Appendix 2

The Racecourses

Aintree	Warwick
Ascot	Wetherby
Ayr	Wincanton
Bangor	York
Beverley	Bath
Carlisle	Brighton
Cartmel	Chepstow
Catterick Bridge	Doncaster
Chelmsford City	Fontwell Park
Cheltenham	Great Yarmouth
Chester	Lingfield Park Resort
Epsom Downs	Newcastle
Exeter	Royal Windsor
Goodwood	Sedgefield
Hamilton Park	Southwell
Haydock Park	Uttoxeter
Huntingdon	Wolverhampton
Kelso	Worcester Racecourse
Kempton Park	Hereford Racecourse
Ludlow	Folkestone Racecourse
Market Rasen	Fakenham
Musselburgh	Ffos Las
Newbury	Hexham
Newmarket	Leicester
Nottingham	Newton Abbot
Perth	Plumpton
Pontefract	Ripon
Redcar	Stratford
Salisbury	Taunton
Sandown Park	Towcester
Thirsk	

Appendix 3

The Purposes (Direct End Users)

A End Users taking a SIS data feed under a SIS Data Licence Agreement

Use of Pre-Race Data for the following purposes:

- 1 For internal disaster recovery/back up purposes;
- 2 To create a text information service for distribution within the Central Site and to display in the End-User Sites [*];
- 3 To drive so-called EPoS, bet settling and bet automation systems and equipment [in End User Sites[*], provided that such systems and equipment are used for the purpose only of administration and accounting in respect of your business operation, and to which there is no public access;
- 4 To drive Internet betting services to be provided to Private Customers only from one or more websites [at the Central Site*];
- 5 For the purposes of telephone betting (credit/debit betting) subject to a minimum of two operator stations, with or without using interactive voice response equipment;
- 6 In connection with your own-branded television channel distributed only to your End-User Sites [*];
- 7 To create and distribute an own-branded consumer-orientated the text service (however distributed);
- 8 To drive an interactive betting service provided other than via the Internet.
- 9 For any other purpose reasonably ancillary to operating as a licensed bookmaker taking bets on British racing.

[* Not applicable to RGOs]

B End Users taking a SIS service under the Principal Agreement for the Supply of Selected Services

Use of Pre-Race Data in connection with the following purposes:

- 1 To receive, copy and display live on-screen through the Equipment only in the Premises.
- 2 To drive EPoS, bet settling and bet automation systems in the Premises.