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**SIS International Limited**

**Product Licence and Content Delivery General Terms and Conditions (“General Terms and Conditions”)**

These General Terms and Conditions shall apply to the supply of any Product(s) and/or Service(s) by SIS to the Customer, the details of which shall be set out in the relevant Supply Agreement as defined below.

**NOTE: THE CUSTOMER’S ATTENTION IS DRAWN TO THE FOLLOWING:**

**The Special Conditions and restrictions of use set out in the Supply Agreement (which shall prevail in the event of any conflict or inconsistency with these General Terms and Conditions); and**

**The restrictions on supply (paragraphs 5, 7 and 8), warranties (paragraph 9) and limitations and exclusions of liability (paragraph 10) set out in these General Terms and Conditions.**

**1 Definitions and Interpretation**

1.1 For the purposes of the Agreement the following words and expressions will have the following meanings:

<b>Auditor</b>	as defined in paragraph 13.2;
<b>Addendum</b>	a written addendum or variation to the Agreement signed by an authorised representative of each party;
<b>Agreement</b>	the agreement between the parties relating to the licence of the Product(s) and/or Service(s) by SIS to the Customer, comprising the Supply Agreement and these General Terms and Conditions;
<b>Audio-Visual Product(s)</b>	any audio-visual content (if applicable) to be supplied to the Customer, as specified in the Supply Agreement;
<b>Authorised Persons</b>	the Customer’s officers, employees, agents, subcontractors and professional advisers;
<b>Back-Office Use</b>	use in connection with the internal administrative operations of the Customer’s business only and not in connection with any use involving the display, publication or communication to the public of the Product(s) in any medium whatsoever, whether in existence as at the date of the Agreement or yet to be devised;

<b>Business Day</b>	any day, other than a Saturday or a Sunday, or a public holiday in England;
<b>Central Site(s)</b>	the head and other administrative offices of the Customer specified in the Supply Agreement (if any), or another Central Site as agreed by us in writing from time to time during the Term (such agreement not to be unreasonably withheld or delayed);
<b>Computer Network Service</b>	a service which provides information to the public by any form of computer on-line media (including linear and interactive delivery and the internet), for exhibition, distribution or exploitation through any arrangement, apparatus, device, process or procedure, including technology of video, sound and data transmission to portable devices or personal digital assistants (such as mobile phone and palm top computers) whether now known or hereafter devised;
<b>Confidential Information</b>	all information which is imparted or obtained (whether in writing, orally or by other means and whether directly or indirectly) under or in connection with the Agreement on, before or after the date of the Agreement and which is of a confidential nature relating to the business or prospective business, current or projected plans or internal affairs of either of the parties, including in particular, but not limited to, the subject matter of the Agreement, all know-how, trade secrets, products, operations, processes, product information, unpublished information relating to Intellectual Property Rights and any other commercial, financial or technical information relating to the business or prospective business of either of the parties. For the avoidance of doubt, the Confidential Information of SIS shall include all or any information relating to any Product(s) and/or Service(s) which has not been published by SIS or generally been made public knowledge;
<b>Customer</b>	the customer to whom SIS is providing the Product(s) and/or Service(s) under the terms of the Agreement, the details of which are set out in the Supply Agreement;
<b>Customer Content</b>	any content (including audio, visual, text or data content) that is not licensed by SIS to the Customer;
<b>Customer Systems</b>	any systems, equipment or technology used by Customer in connection with, or which interact with, the Product(s) and/or Service(s), including any systems, equipment or technology of a third party, but excluding any SIS Systems;

<b>Data Product(s)</b>	any Data Product(s) (if any) specified in the Supply Agreement;
<b>Development Feed</b>	an unsupported data feed with no guaranteed uptime that is delayed by at least fifteen (15) minutes from live;
<b>Dispute</b>	as defined in paragraph 22.1;
<b>Dispute Notice</b>	as defined in paragraph 22.1;
<b>Emergency Maintenance</b>	maintenance or updates to the SIS Systems which are required due to urgent technical or security issues;
<b>Force Majeure Event</b>	as defined in paragraph 11.1;
<b>Fees</b>	the fees to be paid by the Customer for all of the Product(s) and/or Service(s) as set out in the Supply Agreement (as such fees may be amended in accordance with the Agreement from time to time);
<b>Fixture</b>	an individual sporting match, fixture, meeting, or contest covered by or featured in the Product(s);
<b>Gambling Commission</b>	the body of that name established under the Gambling Act 2005, and any successor or replacement body;
<b>Group Company</b>	in relation to a party, the ultimate Holding Company or any Subsidiary of such Holding Company, or any company which is a Subsidiary of any such Subsidiary ("Holding Company" and "Subsidiary" having the meanings given in section 1159 of the Companies Act 2006);
<b>IDs</b>	as defined in paragraph 12.7;
<b>Indemnified Party</b>	as defined in paragraph 21.12;
<b>Indemnifying Party</b>	as defined in paragraph 21.12;
<b>Integration Work</b>	as defined in paragraph 8.1;
<b>Insolvency Event</b>	any of the following: <ul style="list-style-type: none"> <li>a. a party becomes unable to pay its debts as they fall due, or the value of its assets is less than the amount of its liabilities taking into account its contingent and prospective liabilities or it ceases to trade or threatens so to do; or</li> </ul>

- b. in relation to a party a statutory demand is served, which is not discharged or settled within 14 days, a receiver, an administrative receiver, administrator, trustee, liquidator, manager or similar officer is appointed or any insolvency procedure under the Insolvency Act 1986 is instituted or occurs; or
- c. the making of an order or an effective resolution being passed for winding up, liquidation or dissolution except for the purpose of a solvent reconstruction or amalgamation where the resulting entity assumes all of the obligations of the relevant party under the Agreement in writing; or
- d. any analogous demand, appointment or procedure is instituted or occurs in relation to a party elsewhere than in England and Wales or a member state of the European Union; or
- e. a party enters into any composition or arrangement with its creditors generally or any class of creditors except for the purpose of a solvent reconstruction or amalgamation where the resulting entity assumes all of the obligations of the relevant party under the Agreement; or.
- f. the occurrence in any relevant jurisdiction of anything equivalent or analogous to any of those matters referred to in paragraphs (a) to (g) above in relation to any undertaking to which a party is a subsidiary undertaking.

### **Intellectual Property Rights**

any current and future intellectual property rights including:

- a. copyrights, trade marks, trade names, design rights, domain names, rights in logos and get-up, rights in 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 moral rights; and
- b. all granted registrations and all applications for registration in respect of any of the above, all renewals, reversions or extensions, and all other intangible rights and privileges of a nature similar, analogous or allied to any of the above, in every case in any part of the world and whether or not registered, including the right to sue for damages for past infringement in relation to the above;

<b>LBO Sites</b>	any licensed betting office premises (LBOs), being any off-course betting office, betting shop or on-course betting office (if any) situated in the Territory that is (i) owned or controlled or managed by the Customer or (ii) operated under the Customer's trade mark or brand, in each case, the primary business activity of which is the taking of bets from members of the public who enter such premises;
<b>Licences</b>	any and all licences, permits, approvals 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 from time to time;
<b>Month</b>	each of the twelve (12) periods into which a calendar year is divided, such as January or February, and commencing on the 1 <sup>st</sup> day of the relevant month;
<b>Monthly Site Statement</b>	as defined in paragraph 4.4;
<b>Permitted Third Party</b>	as defined in paragraph 5.15;
<b>Private Customer</b>	a private individual (which for the avoidance of doubt shall exclude any person contracting with the Customer in the course of business) contracting as such with the Customer for the provision of betting services generated from the Product(s) and provided via a Computer Network Service;
<b>Production Feed</b>	a data feed which is not delayed from live;
<b>Product(s)</b>	the products to be licensed by SIS to the Customer, as specified in the Supply Agreement (which may include, inter alia, Data Products and/or Audio-Visual Products);
<b>Platform Provider Licence</b>	as defined in paragraph 5.15;
<b>Purposes</b>	the authorised purposes set out in the Supply Agreement;
<b>Regulator</b>	a regulatory authority or other governmental body;
<b>Relevant Tax</b>	any Tax which is calculated, assessed or estimated on the basis whether solely or not of the nature, business or any activities whatsoever of the Customer or of SIS or of the contractual relationship between us under the Agreement, but does not include any tax which is

calculated, assessed or estimated purely on profits accruing to SIS;

**Relevant Regulation**

any applicable law (including any relevant anti-trust law), enactment, statute, regulation, order, ordinance or any direction, instruction, pronouncement, requirement, guidance, or decision of or agreement with a Regulator, relating to the Agreement and/or any Product(s) and/or Service(s);

**Reseller Licence**

as defined in paragraph 5.15;

**Rights Holder(s)**

any third parties who hold the rights (including rights of access to collect and collate data and audio-visual content) in the Product(s) and/or licenses any content comprised within the Product(s) to SIS;

**RPI**

the all items index of retail prices prepared by the Office for National Statistics (on behalf of the UK Government) and any replacement or successor index or body;

**Secure Access**

as defined in paragraph 12.7;

**Service(s)**

the Service(s) to be provided by SIS to the Customer (if any) specified in the Supply Agreement;

**Service Level Agreement or SLA**

the service level agreement (if any) set out in the Supply Agreement;

**SIS**

SIS International Limited a company incorporated in England and Wales with company registration number 15229004 and with its registered office at Whitehall Avenue, Kingston, Milton Keynes, Buckinghamshire MK10 0AX, and 'SIS' shall include any and all of its Group Companies;

**SIS Content**

any content (including audio, visual text or data content) that is delivered or is to be delivered by SIS to the Customer under the terms of the Agreement;

**SIS Systems**

any systems, equipment or technology used by or on behalf of SIS or any SIS Group Company to provide the Products and/or Services, including any computers, servers, network devices and equipment (including routers, switches and decoders), storage media and communication links, databases, software and hardware;

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<b>Special Conditions</b>	the special conditions applicable to the Product(s) and/or Service(s) as specified in the Supply Agreement;
<b>Start Date</b>	the start date of the Customer's licence to use the Product(s) and/or provision of the Service(s) specified in the Supply Agreement;
<b>Stop Feed Notice</b>	as defined in paragraph 5.17;
<b>Supply Agreement</b>	a written agreement setting out, inter alia, the key details of the Product(s) and/or Service(s) to be licensed and/or provided by SIS to the Customer (as applicable) and any Special Conditions agreed between SIS and the Customer relating to such Product(s) and/or Service(s);
<b>Tax</b>	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;
<b>Term</b>	the term set out in the Supply Agreement;
<b>Territory</b>	the territory applicable to the use of the Product(s) and receipt of the Service(s) (as applicable) as set out in the Supply Agreement;
<b>Third Party Content</b>	any content (including audio, visual, text or data content) that is delivered or is to be delivered by means of the Service(s) and which is not licensed to the Customer by SIS (if applicable);
<b>Third Party Provider</b>	any third party that provides content (including audio, commentary, data, images and other information) or services to SIS or any SIS Group Company, including any Rights Holder and/or satellite operators;
<b>VAT</b>	value added tax pursuant to either the Value Added Tax Act 1994 or the EU Sixth Directive 77/388;
<b>Venue</b>	a venue where a Fixture is held, including any racecourse, track, stadium or other venue;
<b>Unofficial Data</b>	any data relating to the Fixtures that is the same as or similar to the data which forms part of the SIS Content and is produced or distributed without the consent or authorisation of SIS or the Rights Holders (as applicable);

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<b>Website</b>	any website or websites set out in the Supply Agreement (if any) on which the Customer is entitled to display the Product(s); and
<b>Year</b>	the period of 12 (twelve) months from the date of the Agreement or the Start Date (whichever is earlier), and each consecutive period of 12 (twelve) months after such period.

- 1.2 Except where expressly specified to the contrary elsewhere in the Agreement:
- a. references to the Customer shall not include the Customer's Group Companies; and
  - b. the Customer's Group Companies shall not be permitted to receive the benefit of any Product(s) and/or Service(s) licensed and/or provided under a Supply Agreement.

Notwithstanding the foregoing, the Customer acknowledges and agrees that the Customer shall be liable to SIS for the actions or omissions of the Customer's Group Companies, as if they were the actions or omissions of the Customer. Any action or omission of the Customer's Group Companies that would amount to a breach of the terms of the Agreement shall constitute a breach of the Agreement by the Customer.

- 1.3 Paragraph headings in the Agreement are for ease of reference only and shall not affect construction.
- 1.4 Reference in the Agreement to paragraphs, Appendices, Schedules, Annexes and Addenda are references to those contained in the Agreement. The Appendices, Schedules, Annexes and Addenda to the Agreement are an integral part of the Agreement and reference to the Agreement includes reference thereto.
- 1.5 References to "writing" or "written" include any other non-transitory form of visible reproduction of words.
- 1.6 References to times of the day are to that time in London and references to a day are to a period of 24 hours running from midnight.
- 1.7 References to any English legal term or legal concept shall in respect of any jurisdiction other than England be deemed to include that which most approximates in that jurisdiction to such English legal term or legal concept.
- 1.8 References to persons shall include bodies corporate, unincorporated associations and partnerships, in each case whether or not having a separate legal personality.
- 1.9 References to the word "include" or "including" (or any similar term) are not to be construed as implying any limitation and general words introduced by the word "other" (or any similar term) shall not be given a restrictive meaning by reason of the fact that they are preceded or followed by words indicating a particular class of acts, matters or things and all definitions in the Agreement will apply, where the context requires, to cognate forms and plural and singular forms, and any other forms.



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- 1.10 Except where the context specifically requires otherwise, words importing one gender shall be treated as importing any gender, words importing individuals shall be treated as importing corporations and vice versa, words importing the singular shall be treated as importing the plural and vice versa, and words importing the whole shall be treated as including a reference to any part thereof.
- 1.11 References to statutory provisions, enactments or EC Directives shall include references to any amendment, modification, extension, consolidation, replacement or re-enactment of any such provision, enactment or EC Directive (whether before or after the date of the Agreement), to any previous enactment which has been replaced or amended and to any regulation, instrument or order or other subordinate legislation made under such provision, enactment or EC Directive, except where expressly stated to the contrary. To the extent that the United Kingdom is not a member of the EU during all or part of the Term, references to EC Directives shall only apply to the extent that they continue to have force of law in the United Kingdom, for example where they have been implemented by laws or regulations which apply in the United Kingdom.
- 1.12 Words and phrases used in the Agreement shall where appropriate have the meanings ascribed to them by the Copyright, Designs and Patents Act 1988.
- 1.13 References to the Product(s) or Service(s) shall include references to any part of them.

## **2 Supply Agreement**

- 2.1 The grant of the licence in respect of the Product(s) and/or provision of the Service(s) shall be subject to the parties having first executed a Supply Agreement in respect of such Product(s) and/or Service(s).
- 2.2 Subject to paragraphs 17 and 20, the terms of (i) the Supply Agreement and (ii) these General Terms and Conditions shall together constitute the entire terms and conditions of the Agreement applicable to the licence of the Product(s) and/or provision of the Service(s) by SIS to the Customer, to the exclusion of all other terms. For the avoidance of doubt, any other terms and conditions, including any terms of business of the Customer, are expressly excluded from the Agreement and shall not apply to any Product(s) and/or Service(s).
- 2.3 Unless expressly agreed otherwise in writing between the parties, in the event of any conflict or inconsistency between the terms of any Supply Agreement and these General Terms and Conditions, the terms of the Supply Agreement shall prevail.
- 2.4 Unless defined specifically in a Supply Agreement, any defined terms used in a Supply Agreement shall have the corresponding meanings as set out in these General Terms and Conditions.

## **3 Term and Termination**

- 3.1 Subject to the other terms of the Agreement, including the remaining sub-paragraphs of this paragraph 3, the Agreement shall be legally binding from its date. The Customer's licence of the Product(s) and/or right to receive the Service(s) shall start on the Start Date and (subject to any earlier termination in accordance with the terms of the Agreement) shall continue in force for the Term.

- 3.2 SIS will be entitled, in addition to any other rights it may have, to suspend (until such time as the situation is remedied) the supply of any or all of the Product(s) and/or Service(s) and/or terminate the Agreement (in whole or in part and in SIS's absolute discretion) immediately on written notice to the Customer if:
- a. the Customer commits a material breach of the Agreement which is not capable of remedy or, if the breach is capable of remedy, the Customer fails to remedy it within:
    - i. 14 (fourteen) days of written notice specifying the breach and requiring its remedy in the case of the Customer's failure to pay any part of the Fees when due; or
    - ii. 30 (thirty) days of written notice specifying the breach and requiring its remedy in the case of any other breach; or
  - b. the Customer makes any use of the Product(s) and/or Service(s) which is not an authorised Purpose; or
  - c. the Customer commits a material breach of any other agreement between the parties which would entitle SIS to terminate that agreement; or
  - d. the Customer suffers an Insolvency Event; or
  - e. without prejudice to SIS's right to vary the content of the Product(s) under paragraph 5.10 (if applicable), any of the rights which SIS has acquired from third parties to provide the Product(s) are not renewed, extended or substituted or SIS's rights to grant sub-licences or otherwise supply the Product(s) cease.
- 3.3 The Customer shall be entitled terminate the Agreement immediately on written notice to SIS if:
- a. SIS commits a material breach of the Agreement which is not capable of remedy or, if the breach is capable of remedy, SIS fails to remedy it within 30 (thirty) days of written notice specifying the breach and requiring its remedy; or
  - b. SIS suffers an Insolvency Event.
- 3.4 Termination or expiry of the Agreement (in whole or in part) shall not affect the rights or liabilities of either party accrued prior to and including the date of termination or expiry and/or any terms intended expressly or by implication to survive termination or expiry.
- 3.5 Upon termination of the Agreement (in whole or in part), any amounts either party owes to the other under the terminated Agreement will become immediately due and payable.
- 3.6 Upon termination of the Agreement (in whole or in part) pursuant to paragraph 3.2(a), (b) or (c), the Customer will pay to SIS a sum equal to the Fees which would have been payable by the Customer in respect of the period the date of the termination for the remainder of what would have been the full Term had it not been terminated early. The Customer will pay this sum as "deemed Fees" on the date of the termination which shall not be limited or excluded under paragraph 10. Where Fees are calculated based on the number of LBO

Sites, then the fees payable pursuant to this paragraph 3.7 shall be calculated based on the number of LBO Sites at the date of termination.

#### **4 The Fees**

- 4.1 In consideration of the provision by SIS of the Product(s) and/or Service(s), the Customer shall pay the Fees to SIS in accordance with the terms of the Agreement.
- 4.2 Except as specified otherwise in the Supply Agreement, SIS shall be entitled to invoice for the Fees monthly in advance and all invoices shall be payable within 14 days of the date of invoice.
- 4.3 Any amounts comprised within the Fees expressed to be payable per annum shall be reduced proportionately in respect of any period of less than twelve months in which the Fees become payable.
- 4.4 Where Fees are calculated based on the number of LBO Sites, the Customer shall provide SIS with a statement no less than five (5) Business Days after the beginning of each Month setting out the number of LBO Sites, including any new LBO Sites and any LBO Site closures up to the date of the statement since the previous statement (each a "**Monthly Site Statement**"). LBO Site numbers set out in the Monthly Site Statement shall form the basis on which SIS shall calculate the relevant Fees payable in respect of the first Month following the Month in which SIS received the relevant statement from the Customer, save that the Charges which are based on the number of LBOs and payable in the first two (2) Months (or part thereof) following the Start Date shall be calculated based on the actual number of LBO Sites in existence as of the Start Date. If the Customer fails to deliver a Monthly Site Statement by the fifth (5th) Business Day in any Month, and/or the number of LBO Sites as of the Start Date, then SIS may calculate the Fees based on SIS' best estimate of the number of LBO Sites on the date on which the invoice is raised by SIS.
- 4.5 Invoices shall be paid by the Customer to SIS' account with the Royal Bank of Scotland plc (Account No: 23104094, Sort Code: 15-10-00) IBAN: GB16RBOS15100023104094 BIC/Swift: RBOSGB2L or such other account as SIS shall from time to time notify to the Customer for this purpose in a notice signed by two (2) authorised signatories of SIS.
- 4.6 All amounts payable to SIS under the Agreement shall accrue on a daily basis and shall, unless otherwise expressly required by law or agreed between the parties in writing, be paid in British Pounds (sterling).
- 4.7 Subject to paragraph 4.8, SIS may increase the Fees on prior written notice (hereinafter a "**Fee Notice**") at any time during the Term. Any such increase will take effect on the date specified in the Fee Notice (the "**Fee Variation Date**"). If SIS serves the Customer with a Fee Notice, the Customer may terminate the Agreement within one (1) month of the date of the Fee Notice by giving SIS written notice of its intention to terminate the Agreement, such termination to take effect on the Fee Variation Date.
- 4.8 Notwithstanding paragraph 4.7, SIS may increase the Fees as follows and the termination right set out in paragraph 4.7 shall not apply to any such increase:
- a. on prior written notice at any time during the Term:

- i. by any amount to reflect changes in the daily spot rate between the currency in which the Fees are payable (if not British Pound (sterling)) and the British Pound (sterling), as published by the Bank of England (or any successor) from time to time; and
    - ii. by any amount to reflect the imposition of a Relevant Tax or Taxes; and
  - b. automatically on 1 January in each calendar year following the Start Date by a percentage equal to the percentage increase (if any) in the RPI in the previous twelve (12) Months as published by the Office for National Statistics in November of the previous calendar year.
- 4.9 When making any adjustments to the Fees, SIS shall round up the amounts to the nearest £0.01.
- 4.10 The Fees where stated or quoted are exclusive of VAT which shall be additionally payable by the Customer, where applicable.
- 4.11 Each party shall make prompt and correct payments of all amounts owed to the other under the Agreement.
- 4.12 If SIS fails to perform any of its obligations under the Agreement and such failure to perform was caused or contributed to by an act or omission of the Customer, then the Customer shall not be relieved of its obligation to pay the Fees to SIS.

## **5 Licence and Supply of Products**

**The terms and conditions set out in this paragraph 5 shall apply if the Customer is being granted a licence by SIS in respect of any Product(s):**

- 5.1 SIS shall grant to the Customer a non-exclusive, non-transferable licence to receive and use the Product(s) solely for the Purposes, on the terms and conditions set out in the Agreement. All rights not expressly granted to the Customer under the Agreement are exclusively reserved to SIS.
- 5.2 Except as expressly prohibited elsewhere in the Agreement, the Customer is entitled to incorporate or combine the Customer's own information or information licensed to the Customer from a third party with the Product(s) for the purpose of providing a comprehensive service to the Customer's end customers. For the avoidance of doubt, notwithstanding the foregoing, the Customer shall not be entitled to modify, alter or manipulate the Product(s), or any content comprised within the Product(s), without the prior written consent of SIS, including any modification, alteration or manipulation which:
- a. has the effect of altering, replacing, adding to or restricting on-screen coverage of any commercial message displayed at a Venue (including by means of so-called "**virtual advertising**");
  - b. creates an inaccurate impression of any outcome of any race or Fixture;
  - c. relates to the names, logos or marks in the Product(s), including the names, logos and trade marks of any Venue, race or Fixture;

- d. inserts any name other than the full official name of the Venue, race or Fixture (including any reference to the sponsor of such Venue, race or Fixture); or
  - e. creates any virtual representation of any race or Fixture comprised within the Product(s) without SIS's prior written consent, such consent to be at SIS's sole discretion.
- 5.3 The licence granted to the Customer in respect of the Product(s) shall not confer upon the Customer any right to use, distribute or communicate to the public, or to authorise others to use, distribute or communicate to the public, the Product(s) for any purpose other than the Purposes. The Customer shall not, and shall not authorise or permit any third party to:
  - a. make any copies in any medium whatsoever of the Product(s), except as required to use the Product(s) for the Purposes or as otherwise expressly permitted under any Supply Agreement; and/or
  - b. transcribe or relay the Product(s) in any medium (whether physical or electronic) to any other body or person other than allowed pursuant to the Purposes.
- 5.4 The Product(s) must not be used for, inter alia, prize competitions, fantasy sports games, prediction competitions, lotteries or any console, computer, social network or mobile games or by any digital or print media organisations offering any tipping or prediction based information or product tools or for any other product, service or material that would not reasonably be regarded as a standard betting product, service or material in relation to the content comprised within the Product(s).
- 5.5 Except as expressly permitted in the Agreement, the Customer must not authorise or permit the Product(s) to be recorded, stored, edited, manipulated, reproduced or further communicated or transmitted without SIS's prior written consent, which SIS may give or withhold in its absolute discretion. Without limiting the foregoing, the Customer shall not record or store any data comprised in the Product(s) for the purpose of creating an archive or database of historical data.
- 5.6 Except as expressly permitted in the Agreement, the Customer must not supply, license, relay or otherwise distribute, or enter into any agreement or other arrangement to supply, license, relay or otherwise distribute, or allow any other person to supply, license, relay or otherwise distribute, the Product(s) (or any data comprised in the Product(s)) to any other body or person including:
  - a. any other bookmaker;
  - b. any operator of television services (whether digital or analogue or whether existing or hereafter devised) including cable television, master antennae television, satellite television, or terrestrial television broadcast services or systems;
  - c. any operator of a Computer Network Service;
  - d. any provider or operator of news or information services and/or systems; or

- e. any third party contractor who provides services to the Customer (whether in connection with betting operations or otherwise),

without SIS's prior written consent, which SIS may give or withhold in its absolute discretion.

5.7 The Customer agrees that:

- a. the Customer will use the Product(s) entirely at the Customer's own risk;
- b. the Customer shall not alter any copyright notices which may be included as part of the Product(s);
- c. SIS gives no warranty that the Product(s), or any data included in the Product(s) or results from the Product(s) will be accurate or error free, or contain all necessary material and information;
- d. if the Customer makes any use of the Product(s) for any purpose which is not a Purpose, SIS shall be entitled to suspend supply of the Product(s) or to terminate the Agreement in accordance with paragraph 3;
- e. the Customer shall procure that any service or other material that incorporates the Product(s) shall not contain any statement or other material that (i) incorporates pornographic material; and/or (ii) uses foul language or blasphemy, is libellous, offensive, obscene or otherwise unlawful;
- f. where the Customer is permitted to supply, distribute or transmit the Product(s) or any content comprised within the Product(s) (including distribution or transmission to LBO Sites and/or distribution or transmission to Permitted Third Parties), the Customer shall ensure that it is supplied, distributed or transmitted in a securely encrypted form in accordance with good industry practice; and
- g. where SIS licenses the Product(s) to the Customer in connection with a Fixture, the Customer agrees that SIS shall be the exclusive supplier of audio visual and data coverage of that Fixture during the Term and the Customer shall not distribute or make available to the public any audio-visual coverage or data from that Fixture other than the audio-visual content or data comprised within the Product(s).

5.8 SIS excludes any and all liability which SIS may otherwise have to the Customer as a direct or indirect result of any third party exploiting any rights which in any way infringe or contravene the rights which SIS has granted to Customer under the Agreement

5.9 All rights in or to the Product(s) (including all Intellectual Property Rights) and any content comprised in the Product(s) and all Confidential Information relating to the Product(s) shall belong to SIS and/or to SIS's licensors. The Customer shall not acquire any right, title or interest in or to the Intellectual Property Rights in the Product(s) except as expressly set out in this paragraph 5 or in a Supply Agreement.

5.10 The Customer agrees and acknowledges that it may be necessary for SIS to add to or vary the content or specification of the Product(s), as a consequence of an action or inaction of a Rights Holder, including any restrictions that a Rights Holder places on collection of

data, or otherwise. Where practicable, SIS will notify the Customer in advance of all such amendments.

5.11 The Customer shall:

- a. ensure that any text-based service the Customer provides that includes any Product(s) (which includes an own-brand text service or a Website), displays the following copyright notice and/or any other copyright notice that SIS may advise the Customer of during the Term:

*"© SIS International Limited [year]*

*Copyright in the information provided in this service is the property of SIS International Limited ("SIS") and/or its licensors. This information is intended for personal use only and may not be displayed in public, broadcast or used for any commercial purpose without the express written consent of SIS. Whilst every effort is made to ensure that the information is accurate, SIS accepts no responsibility for any use made of the information provided on this website or in this service and excludes all liability in respect of any loss suffered by any person arising directly or indirectly from use of the information";*

- b. use all reasonable endeavours to procure that the Customer's end customers (including, where applicable, Private Customers) do not infringe the Intellectual Property Rights in the Product(s);
- c. where applicable, use all reasonable endeavours to ensure (by the use of appropriate methods) that the Product(s) cannot be saved, copied or re-used without further agreement after having been downloaded by Private Customers; and
- d. use all reasonable information technology security measures to prevent the theft or unauthorised or unlawful reception, exhibition, copying or use of the Product(s).

5.12 The Customer shall not do, omit to do, or authorise any third party to do, any act relating to the Product(s) that will undermine or infringe SIS's, or any of SIS's licensors', Intellectual Property Rights in the Product(s), during or after the Term.

5.13 The Customer agrees that:

- a. the Customer will notify SIS in writing at the earliest opportunity of any actual, threatened or suspected unauthorised use of the Product(s) or other infringement or potential infringement of the Intellectual Property Rights in the Product(s) of which the Customer becomes aware (including the collection, use and/or supply of Unofficial Data), and shall provide SIS with all information the Customer has in the Customer's possession concerning the actual, threatened or suspected infringement and give SIS all reasonable assistance (at SIS's reasonable cost) in any action that SIS may consider necessary to take against such potential or actual infringers to protect SIS's rights; and
- b. as between the parties, SIS shall be solely entitled in SIS's absolute discretion and at SIS's expense to institute proceedings and do all such acts or things as SIS

(and/or SIS's licensors) may deem necessary or desirable for the purpose of establishing, protecting, enforcing or recovering damages or penalties in respect of any infringement of the Intellectual Property Rights in the Product(s) in any part of the world and all sums recovered by SIS in respect of an infringement of any of such rights shall (as between the parties) belong to SIS.

- 5.14 The Customer represents, warrants and undertakes that:
- a. the Customer will not infringe any third party rights, including any Intellectual Property Rights of any party in connection with the activities contemplated under the Agreement;
  - b. before the Start Date, the Customer will have obtained all Licences which are required in any jurisdiction in order for the Customer to lawfully and properly receive the Product(s) and to use and distribute the Product(s) for betting purposes and any other Purposes;
  - c. before any of the Licences lapse or expire, or new Licences are required, the Customer will obtain any extension or new Licences (as applicable) which are required in order for the Customer to lawfully and properly receive the Product(s) and to use and distribute the Product(s) for betting purposes and any other Purposes;
  - d. the Customer will comply with all Licences (and shall pay or procure payment of any fees or charges payable for all Licences), and all Relevant Regulations;
  - e. the Customer will not wilfully or negligently do anything or omit to do anything that might cause any Licences and/or permissions to be suspended or withdrawn; and
  - f. the Customer shall be responsible at its sole cost for all copyright, licence and other clearance payments in respect of the use of any Customer Content in all or any media throughout the Territory, including any sums due in respect of the performing rights in any music comprised in such material.
- 5.15 The parties acknowledge that the terms of a Supply Agreement may expressly permit the Customer to do anything of the following:
- a. sub-license a Product(s) to a third party under a reseller agreement (hereinafter a "**Reseller Licence**");
  - b. use and/or incorporate the Product(s) in to the Customer's own products or services to be provided to third parties via the Customer's own platform (hereinafter a "**Platform Provider Licence**");
  - c. supply a Product to a third party to enable such third party to provide services to the Customer (for example, EPOS services) and/or
  - d. allow a third party to perform services in respect of a Product(s) (for example, delivery services).

Each such third party shall hereinafter be called a "**Permitted Third Party**".



- 5.16 In any of the circumstances described in paragraph 5.15, the Customer shall:
- a. not supply the Product(s) or any part thereof to any person or body other than a Permitted Third Party;
  - b. only supply the Product(s) to a Permitted Third Party for the use expressly permitted by the Supply Agreement;
  - c. not authorise or permit a Permitted Third Party to supply or enter into any agreement or other arrangement to supply or relay, resell or allow any other person to supply or relay the Product(s) (or any part thereof) to any other body or person;
  - d. procure that each Permitted Third Party complies in full with the terms of the Agreement (including the terms of any Product(s) licence set out in the Agreement);
  - e. be liable to SIS for the actions or omissions of each Permitted Third Party, as if they were the actions or omissions of the Customer (and any action or omission of a Permitted Third Party that would amount to a breach of the terms of the Agreement shall constitute a breach of the Agreement by the Customer);
  - f. make clear in all dealings with each Permitted Third Party that it is not acting as the agent of SIS;
  - g. not make any promises, representation, warranties, guarantees or undertakings on behalf of SIS to each Permitted Third Party; and
  - h. not bind or commit SIS in any way to each Permitted Third Party.
- 5.17 Without prejudice to SIS's other rights and remedies under the Agreement, SIS shall be entitled to suspend and/or terminate the sub-licence and/or supply of the Product(s) to a Permitted Third Party in any circumstance where SIS would have a right to suspend and/or terminate such licence and/or supply had such Permitted Third Party entered into a direct written agreement with SIS on the terms of the Agreement. In cases where SIS wishes to exercise such suspension and/or termination rights, SIS shall issue a written notice to the Customer setting out the details of the proposed suspension and/or termination (a "**Stop Feed Notice**") and on receipt of such Stop Feed Notice the Customer shall promptly comply with the terms of such Stop Feed Notice.
- 5.18 Without prejudice to the other terms of this paragraph 5, in respect of any use, supply or sub-licensing of the Product(s) by the Customer under a Reseller Licence or a Platform Provider Licence, the Customer shall:
- a. procure that each Permitted Third Party agrees to comply with and be bound by the terms of the SIS End User Certificate in the form set out in Annex 1 (as amended by SIS pursuant to the Agreement from time to time), which SIS may enforce in accordance with the terms of the Contracts (Rights of Third Parties) Act 1999 and;
  - b. at its own discretion, determine the prices it charges, and (except as specifically provided in the Agreement) the terms and conditions on which it contracts with each Permitted Third Party. The Customer acknowledges that regardless of the prices

charged by the Customer to each Permitted Third Party, the Customer shall be obliged to pay the Fees to SIS under the Agreement.

- 5.19 The Customer indemnifies SIS on demand from and against all liabilities, claims, demands, actions, losses, damages, costs and expenses (including legal costs and expenses) arising out of or in connection with:
- a. the supply and/or sub-licence of the Product(s) to a Permitted Third Party;
  - b. any acts or omissions of a Permitted Third Party;
  - c. any breach by a Permitted Third Party of the terms of the Agreement; and
  - d. any claims made against SIS or any SIS Group Company by a Permitted Third Party in respect of the Product(s).
- 5.20 The Customer indemnifies SIS on demand from and against all liabilities, claims, demands, actions, losses, damages, costs and expenses (including legal costs and expenses) arising out of or in connection with:
- a. any use by the Customer (and/or its end users and any person, firm or corporation authorised or permitted by the Customer) of the Product(s) in a manner not authorised under the Agreement;
  - b. any breach by the Customer of this paragraph 5; and/or
  - c. any claims made by a third party that modifications of any Product(s) made by or for the Customer infringes the Intellectual Property Rights of any third party.

## **6 Customer Content**

**The terms and conditions set out in this paragraph 6 shall apply where an Agreement requires SIS to receive, access or use any Customer Content, or to provide Product(s) and/or Service(s) in relation to any Customer Content:**

- 6.1 The Customer hereby grants to SIS (and SIS's directors, officers, employees, agents and sub-contractors from time to time) for the Term a non-exclusive, royalty-free licence to use the Customer Content for all purposes connected with the Agreement including all purposes connected the provision of any Product(s) and/or Service(s) under the Agreement.
- 6.2 The Customer represents, warrants and undertakes that:
- a. before the Start Date, the Customer will have obtained all Licences and entered in to all necessary arrangements with and obtained all necessary rights from any and all other third parties (including to the extent applicable any third party content owners) which are required in any jurisdiction in order for the Customer to properly receive, access and use the Customer Content and for SIS to lawfully receive, access and use the Customer Content in connection with the Agreement, and will maintain any such Licences and rights for the term of the Agreement;

- b. the Customer Content will not contain any material that is (or is reasonably likely to be considered to be) obscene or defamatory in nature;
  - c. use of the Customer Content by SIS and/or the Customer in the manner contemplated in connection with the performance of each party's obligations and/or exercise of their rights under the Agreement will not:
    - iii. breach any third party rights, including any Intellectual Property Rights of any party;
    - iv. constitute a contempt of court or cause any breach of any contract, duty of confidence or applicable law, statute or national or international regulations;
    - v. cause any breach of the rules of OFCOM and/or any other Regulator in any applicable jurisdiction; or
    - vi. expose SIS to any civil or criminal proceedings or liability; and
  - d. incorporating or combining the Customer Content with any other content (including the Product(s)) will not infringe any third party rights, including any Intellectual Property Rights of any party.
- 6.3 The Customer shall indemnify SIS on demand from and against all liabilities, claims, demands, actions, losses, damages, costs and expenses (including legal costs and expenses) arising out of or in connection with the Customer Content and any breach by the Customer (in whole or in part) of the representations, warranties and undertakings set out in this paragraph 6 (including any claims made by third parties connected with the quality or content of the Customer Content and/or any transmitted Customer Content).

## **7 Provision of Service(s)**

**The terms and conditions set out in this paragraph 7 shall apply if the Customer is being provided with a Service(s) by SIS:**

- 7.1 With effect from the Start Date, SIS shall provide the Customer with the Service(s) on the terms and subject to the conditions of the Agreement.
- 7.2 SIS shall ensure that with effect from the Start Date and throughout the Term SIS has obtained and will maintain all Licences SIS requires to enable it to provide the Service(s).
- 7.3 The Customer acknowledges that:
- a. it is not technically practicable for SIS to provide the Service(s) free from fault or interruption and SIS provides no warranty or other contractual commitment that the Service(s) will be uninterrupted or error free; and
  - b. the Service(s) may involve the use of the internet and other telecommunications and computer networks and, as a result, the Service(s) may be subject to limitations, delays and other problems inherent in the use of a communication facility.

## **8 Integration**

- 8.1 The Customer acknowledges that, in order to receive the Product(s) and/or Service(s), the Customer may be required to complete certain integration work between the SIS Systems and the Customer Systems (hereinafter the "**Integration Work**"). Unless expressly agreed otherwise in writing with SIS, the Customer shall be responsible, at the Customer's own cost, for completing the Integration Work and the Customer agrees to perform such Integration Work in accordance with any reasonable instructions issued to the Customer by SIS from time to time.
- 8.2 The Customer shall be required to maintain the Customer Systems at the Customer's cost. The Customer acknowledges that SIS shall not be required to provide the Customer with the Product(s) and/or Service(s) unless and until all Integration Work has been completed to the reasonable satisfaction of SIS and/or during any period when the integration of any of the Customers Systems required for the provision of the Product(s) and/or Service(s) are not properly maintained and/or not properly functioning in accordance with SIS's reasonable requirements.

## **9 Warranties**

- 9.1 Each party warrants to the other that:
- a. it has full capacity and authority and all necessary licences, permits, approvals and consents to enter into and to perform its obligations under the Agreement;
  - b. the Agreement has been duly authorised by it and executed by its duly authorised representative; and
  - c. there are no matters of which it is aware as at the date of the Agreement which might adversely affect its ability to perform its contractual obligations under the Agreement.
- 9.2 Each party further warrants to the other that it will perform its obligations under the Agreement:
- a. with all reasonable care and skill and in a timely manner;
  - b. using sufficient personnel who have the requisite skills and experience to undertake such duties; and
  - c. in compliance with all applicable laws and regulations.
- 9.3 The Customer warrants and undertakes that:
- a. The Customer shall not use the Product(s) and/or Service(s) in connection with betting transactions which are illegal or for which the Customer does not hold the requisite regulatory licence;
  - b. before the Start Date, the Customer will have obtained all and any Licences which are required in any jurisdiction in order for the Customer to lawfully and properly

- receive the SIS Content and to use and distribute the SIS Content for betting purposes and any other Purposes);
- c. before any of the Licences lapse, expire or further Licences are required, the Customer will obtain any extension or new Licences which are required in order for the Customer lawfully and properly to receive SIS Content and to use and distribute the SIS Content for betting purposes and any other Purposes; and
  - d. during the Term the Customer 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 that might cause such Licences and/or permissions to be suspended or withdrawn.
- 9.4 The Customer shall indemnify SIS on demand from and against all liabilities, claims, demands, actions, losses, damages, costs and expenses (including legal costs and expenses) arising out of or in connection with:
- a. any breach by the Customer (in whole or in part) of the representations, warranties and undertakings set out in this paragraph 9; and
  - b. any use by the Customer (and/or by any person, firm or corporation authorised or permitted by the Customer) of any Product(s) and/or Service(s) provided under the Agreement (if applicable) in a manner not authorised under the Agreement.
- 9.5 The Customer acknowledges that:
- a. SIS gives no warranty, or other contract term or recommendation as to the suitability of any Products or Services for any specific purpose. The Customer must satisfy itself as to whether the Products or Services are suitable for its purpose(s);
  - b. SIS gives no warranty as to the accuracy of any Product(s), or as to the results to be obtained from any Product(s) and the Customer relies on such Product(s) at the Customer's own risk. SIS shall not be liable for any inaccuracies relating to or comprised within any Product(s); and
  - c. Nothing in the Agreement shall permit, or be construed so as to permit, the Customer to make any statement to any third party regarding the suitability or otherwise of any Product(s) or Service(s) for any purpose, without SIS's prior written consent.
- 9.6 SIS shall indemnify the Customer on demand from and against any and all costs, damages, expenses (including reasonable legal costs and expenses), losses and liabilities suffered or incurred by the Customer as a result of or in connection with:
- a. the acts or omissions of SIS infringing any laws or regulations applicable from time to time enforced by the Office of Communications (OFCOM) or any other competent regulatory body;
  - b. any claim against the Customer that any SIS Content, that is included as part of any Product breaches a third party's Intellectual Property Rights; and/or

- c. any claim against the Customer that use or supply of the Services in accordance with the terms of the Supply Agreement breaches a third party's Intellectual Property Rights (including for the avoidance of doubt database rights).

## **10 Limitations and Exclusions of Liability**

- 10.1 The Customer acknowledges that, where the Supply Agreement contains an SLA, the scope of SIS's obligations in respect of any Product(s) and/or Service(s) covered by the SLA shall be solely limited to those set out in the SLA.
- 10.2 Nothing in the Agreement shall exclude or limit either party's liability to the other for (a) fraud or fraudulent misrepresentation or (b) any other liability that cannot be excluded by law, nor shall it exclude or limit the Customer's liability to pay the Fees or for its wilful default of the Agreement.
- 10.3 Subject to paragraph 10.2, in no circumstances shall either party be liable to the other party for:
  - a. any loss of: profit, revenue, bargain, anticipated savings, goodwill, opportunities or business (whether direct or indirect);
  - b. any loss or corruption of data; or
  - c. any indirect or consequential loss of any nature.
- 10.4 Subject to paragraph 10.2, each party's liability to the other party, in respect of all claims, losses or damages, whether arising from tort (including negligence), breach of statutory duty, restitution, breach of contract or otherwise under or in connection with the Agreement and/or the Product(s) and/or Service(s) covered by the Agreement, shall be limited for all incidents, whether related or unrelated, in a Year, to an aggregate amount of the greater of:
  - a. £2,000,000 (two million British Pounds (sterling)) or
  - b. twice the amount of the then current Fees payable by the Customer under the Agreement in that Year.
- 10.5 All warranties, conditions, terms and liabilities express or implied, statutory or otherwise, which are not expressly set out in the Agreement are excluded except to the extent such exclusion is prohibited or limited by law.
- 10.6 SIS will not be in breach of the Agreement if it fails to provide the Product(s) and/or Service(s) or to perform any of its other obligations under the Agreement, to the extent such failure is caused by:
  - a. any act or omission of the Customer or any related entities of the Customer, or its or their directors, officers, employees, contractors or agents;
  - b. any breach by the Customer of the Agreement;

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- c. any failure by the Customer to comply with the reasonable written requests or instructions of SIS in respect of the Product(s) and/or Service(s);
  - d. the Customer not performing any obligations it has agreed to perform under the Agreement or as otherwise agreed with SIS;
  - e. any failure of the Customer's systems, hardware, software, communications equipment, networks or other equipment used to receive any Product(s);
  - f. any act or omission of a Third Party Provider, including any failure by a Third Party Provider to provide products and/or services to SIS;
  - g. termination or expiry of any agreement or arrangement between SIS and a Third Party Provider, save where the termination is caused by an act or omission of SIS and not by any third party;
  - h. Emergency Maintenance or reasonable planned maintenance of any SIS Systems used to provide any Product(s) and/or Service(s);
  - i. a Force Majeure Event or an Insolvency Event which effects: (i) a Venue, or the owner of a Venue, at which a Fixture is scheduled to be held, or (ii) a Third Party Provider; or
  - j. any other circumstances or events for which SIS is not liable under paragraph 11 (Force Majeure) or as set out in the Supply Agreement,

(each an "**Excluded Event**").

- 10.7 Each provision of this paragraph 10 is to be construed as a separate limitation applying and surviving even if for any reason one of the provisions is held inapplicable or unenforceable in any circumstances and will remain in force notwithstanding termination or expiry of the Agreement.
- 10.8 The Customer accepts that the allocation of liabilities and risk between the parties as effected by the Agreement takes into account such matters as the nature of the Product(s) and/or Service(s) and the price and the possible availability and cost to each party of putting in place such preventative, protective, curative, insurance and other measures as would be sufficient to minimise the impact and amount of any loss suffered should such risk materialise, and that accordingly such allocation of liabilities and risk is reasonable as between the parties in all the circumstances prevailing at the time of the Agreement.

## **11 Force Majeure**

- 11.1 Neither party shall be liable for any delay in meeting, or failure to meet, its obligations (other than a payment obligation) under the Agreement due to any cause beyond that party's reasonable control ("**Force Majeure Event**"). Without limitation, the following will be regarded as causes beyond a party's 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 a party's 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, transponder 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;
  - g. any failure, downtime (whether scheduled or not), upgrade, design limitations of any SIS Systems or their security measures caused by circumstances beyond the reasonable control of SIS.
- 11.2 If a party is affected by a Force Majeure Event, the affected party shall notify the other party in writing as soon as reasonably practicable after the start of the Force Majeure Event. Such notice shall include reasonable details of the nature of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the Agreement.
- 11.3 If a Force Majeure Event has a material adverse effect on the performance of the Agreement and continues for a continuous period of more than ninety days (90) from the commencement of the Force Majeure Event, either party may terminate the Agreement by giving fourteen (14) days' notice to the other party. On the expiry of this notice period, the Agreement will terminate unless normal performance has resumed. Such termination shall be without prejudice to the rights of the parties in respect of any breach of the Agreement occurring prior to such termination.

## **12 Confidentiality**

- 12.1 Each party undertakes to the other that during and after the Term it will keep confidential and will not, without the prior written consent of the other party, disclose to any third party (except to its legal and professional advisors) any Confidential Information of the other party learned by the recipient party or disclosed to the recipient party by such other party pursuant to or otherwise in connection with the Agreement, except where any Confidential Information:
- a. is in, or has become part of, the public domain other than as a result of a breach of the obligations of confidentiality under the Agreement;
  - b. was in the lawful possession of the recipient party other than as a result of the Agreement;
  - c. must be disclosed pursuant to a specific requirement of law (including without limitation public disclosure laws) or regulation or by a court of law or by the



- regulations of any relevant stock exchange or any relevant Regulator, subject to paragraph 12.2; or
- d. subsequently comes lawfully into the possession of the recipient party from a third party without the imposition of any duty of confidentiality by such third party (whether direct or indirect).
- 12.2 Where a party has to make a disclosure under paragraph 12.1(c) such disclosure may only be made:
- a. to the extent necessary;
- b. to the proper recipient; and
- c. provided that the disclosing party, unless prevented by law, has given prior notice to the other party of the requirement and of the information to be disclosed, has allowed the other party an opportunity to comment on the requirement and has taken such comments into consideration (where reasonable) before making the disclosure.
- 12.3 To the extent that it is necessary to implement the provisions of or perform obligations under the Agreement the recipient party may disclose Confidential Information to its directors, officers, employees, agents, sub-contractors and professional advisers as may reasonably be necessary provided that the recipient party will:
- a. before disclosure, make such persons aware of their obligations of confidentiality under the Agreement;
- b. at all times procure compliance with such obligations of confidentiality; and
- c. be liable to the disclosing party for any breach of those obligations by such persons.
- 12.4 The Customer undertakes that:
- a. the Customer shall not make any inventions, developments or works using or based on the Confidential Information of SIS and, if any such inventions, developments or works are made, the Customer shall, at the request and cost of SIS, do all such further acts and execute all such documents as may from time to time be necessary to vest all Intellectual Property Rights in such inventions or developments in SIS or its nominee;
- b. the Customer shall not attempt to replicate the Confidential Information of SIS nor to investigate detailed aspects of the Confidential Information of SIS; and
- c. the Customer shall not, and shall procure that the Customer's personnel and contractors do not, use any of SIS's Confidential Information other than for the purposes of the Agreement. Without limiting the foregoing, the Customer shall not use the Confidential Information of SIS directly or indirectly to procure a commercial benefit to the Customer or a commercial disadvantage to SIS. For the purpose of this paragraph 12.4(c), a commercial disadvantage shall include the Customer inventing (or taking any steps preparatory to inventing) or assisting

any third party in inventing (or taking any steps preparatory to inventing) any product or service that is based on and/or comprising the Confidential Information of SIS and that enables a third party to directly or indirectly procure a commercial benefit from the Confidential Information of SIS.

- 12.5 Upon SIS's supply to the Customer of any Product(s) or Service(s) ceasing for any reason, the Customer must not make any further use of such Product(s) or Service(s) and, on written request by SIS, the Customer must return to SIS all Confidential Information of SIS held by the Customer in whatever medium and, failing that, allow SIS or its authorised representatives access to all relevant premises to remove it. The Customer must, at SIS's request, provide a certificate, signed by a director, confirming that the obligations referred to in this paragraph 12.5 have been met.
- 12.6 As an exception to the obligations under paragraph 12.5 the Customer may retain one copy of the Confidential Information of SIS in legal files for the purpose of compliance with legal and/or regulatory obligations or for recording compliance with its obligations under the Agreement.
- 12.7 Access to certain Product(s) and/or Service(s) may be provided to the Customer via user identification ("**IDs**") and passwords, which SIS shall notify to the Customer in writing ("**Secure Access**"). The Customer shall be responsible for ensuring the security and proper use of all user IDs and passwords provided to the Customer and used in connection with Secure Access and SIS reserves the right (at its sole discretion) to:
- a. suspend the Customer's Secure Access if at any time SIS reasonably considers that there is or is likely to be a breach of security or proper use; and
  - b. require the Customer to change any or all of the user IDs or passwords used by the Customer in connection with Secure Access.
- 12.8 The Customer acknowledges that any user IDs and passwords provided to the Customer under paragraph 12.7 are confidential and undertakes to SIS that the Customer shall not and shall procure that the Customer's associates, directors, officers and employees shall not at any time save with SIS's prior consent in writing divulge or communicate them to any person other than to the Customer's directors, officers, employees or professional advisers whose business it is to know the same.
- 12.9 Each of the parties acknowledges and agrees that any breach of this paragraph 12 by them could cause injury to the other party and damages might not be an adequate remedy. If a party breaches or threatens to breach any provision of this paragraph 12, the other party shall be entitled (in addition to claiming damages) to apply for equitable relief in any court of competent jurisdiction. Nothing contained in the Agreement shall be construed as prohibiting either party from pursuing any other remedies available for a breach or threatened breach of this paragraph 12.
- 12.10 The obligations of the parties under this paragraph 12 will continue notwithstanding the termination or expiry of the Agreement.

### **13 Record Keeping and Audit**

- 13.1 Each party shall, both during the Term and for any period that is required by law or, if longer, the period of two (2) years from the date of termination or expiry of the Term,

maintain and retain in recoverable form records and documents of all material matters concerning the performance of their obligations under the Agreement and the payment of all and any Fees, including in the case of the Customer the number of LBO Sites in the Customer's estate (if relevant).

- 13.2 The Customer agrees that SIS (or any Regulator and/or Rights Holder) may appoint a suitably qualified independent third party as auditor ("**Auditor**") provided that in relation to such appointment the Auditor enters into a confidentiality agreement in respect of any Confidential Information accessed by the Auditor. The Customer will allow the Auditor at all reasonable times to audit the Customer's records and the Customer's compliance with the terms of the Agreement.
- 13.3 Without prejudice to paragraph 13.2, SIS shall further be entitled to audit the Customer's records and the records of any Permitted Third Party referred to in paragraph 5.15 in order to verify the calculation of all Fees under the Agreement, and to ascertain whether there has been any underpayments or overpayments under the Agreement.
- 13.4 In respect of any audit under paragraphs 13.2 or 13.3 SIS will give the Customer a minimum of twenty-four (24) hours' notice except where the requirements of a Regulator or governmental body having jurisdiction to inspect the affairs of a company or a Rights Holder requires access on no or shorter notice or SIS has a reasonable belief that the Customer is in breach of the terms of the Agreement. The Customer will co-operate with the Auditor and SIS and provide all such assistance reasonably requested by SIS and the Auditor during the course of such audits and inspections and shall allow the Auditor and SIS to take copies of relevant records, without charge. Following an audit or inspection the Customer will implement any additional measures requested in writing by the Auditor. The Customer shall have the right to be present at such audit, without obstructing the proper conduct of the same.
- 13.5 In the event that any audit reveals any:
- a. underpayment by the Customer of any Fees, the amount of any such underpayment shall be paid by the Customer to SIS on demand with interest at the statutory rate ; or
  - b. overpayment by the Customer of any Fees, the amount of any such overpayment shall be paid by SIS to the Customer on demand with interest at the rate specified above if such overpayment has occurred due to SIS's action or omission.
- 13.6 Each party shall bear their own costs of any of the audits or inspections set out in this paragraph 13, except where such party finds that the other party is in breach of any term of the Agreement, in which case the breaching party shall bear all reasonable and properly incurred costs of the audit.

## **14 Severability and Competition Law**

- 14.1 If any provision of the Agreement is held to be invalid or unenforceable by any judicial or other competent authority, all other provisions of the Agreement will remain in full force and effect and will not in any way be impaired, subject to the remaining provisions of this paragraph 14.

- 14.2 In the circumstances referred to in paragraph 14.1, the parties will meet and agree to a replacement provision which is as close as is legally permissible to the provision held to be invalid or unenforceable. Either party may request such a meeting by notice to the other. If the provision held invalid materially adversely affects the rights or obligations of either of the parties under the Agreement, and the parties cannot agree to a replacement provision within ninety (90) days of a meeting request, then the party adversely affected may terminate the Agreement on notice to the other party of no less than thirty (30) days.
- 14.3 Without prejudice to paragraphs 14.1 and 14.2, if a Regulator makes enquiries concerning the Agreement or otherwise informs the parties that it may conclude that the Agreement infringes or may infringe the Chapter I and/or Chapter II Prohibitions contained in the Competition Act 1998 and/or Article 101 and/or Article 102 of the EC Treaty, then the parties will co-operate with each other and with the relevant Regulator using its respective reasonable endeavours and each bearing its own costs and expenses. If the parties so agree they shall jointly make any necessary written or oral submissions to the relevant Regulator unless requested by the relevant Regulator to respond individually. However, notwithstanding the foregoing nothing shall prohibit or restrict the ability of any of the parties to make or have their own filings, notifications, discussions, regulations or settlements with the relevant Regulator.

## **15 Change of Law or Regulation**

- 15.1 If, as a result of changes to any Relevant Regulation, or the implementation of any new Relevant Regulation, either party reasonably considers that the Agreement, or any provision of the Agreement, or the provision of any Product(s) and/or Service(s) in accordance with the Agreement, needs to be amended in order to comply with such Relevant Regulation, then the parties shall meet as soon as reasonably practicable (and in any event within ten (10) Business Days of a request from the other party) to discuss the impact of the Relevant Regulation in good faith with a view to agreeing modifications to the Agreement that are strictly necessary to implement and carry out the intent of the Agreement within the confines of the Relevant Regulation.
- 15.2 If the parties agree modifications to the terms of the Agreement in accordance with paragraph 15.1, then the parties will make any amendments required to the Agreement, or enter into a new agreement (as applicable) to incorporate the agreed terms or modifications.
- 15.3 If the parties fail to agree modifications to the terms of the Agreement in accordance with paragraph 15.1, then either Party shall be entitled to submit the issue as a Dispute in accordance with paragraph 22 (Dispute Resolution Procedure). If not so agreed, the Agreement shall remain in its then existing form.

## **16 Anti-Bribery and Corruption**

- 16.1 Each of the parties acknowledges and agrees that they both have a common interest in uncovering and preventing sport event-fixing and betting related corruption. As such, on request, each of the parties agrees to provide the other with reasonable assistance in investigating and preventing actual, threatened or suspected instances of sport event-fixing and betting related corruption.

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- 16.2 Each party agrees to:
- a. comply with all applicable laws, regulations and sanctions relating to anti-bribery and anti-corruption;
  - 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);
  - c. have and maintain in place throughout the duration of the Term its own policies and procedures to ensure compliance with the Relevant Regulations, and to enforce them where appropriate;
  - d. promptly report to the other party 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 the Agreement, or if any employee, agent or other person who is associated with the Agreement is investigated by a law enforcement agency in relation to corrupt practices and any breach of anti-bribery and anti-corruption laws; and
  - e. ensure that all persons under its control associated with the Agreement comply with this paragraph 16.

## **17 Entire Agreement and Amendments**

- 17.1 The Agreement contains the entire agreement between the parties with respect to its subject matter and supersedes all previous agreements between the parties in relation thereto except to the extent expressly set out in the Agreement. Each of the parties acknowledges and agrees that it has not entered into the Agreement in reliance on any statement or representation of any person (whether a party to the Agreement or not) other than as expressly incorporated in the Agreement. Each of the parties irrevocably and unconditionally waives any right or remedy it may have to claim damages and/or to rescind the Agreement by reason of any misrepresentation (other than a fraudulent misrepresentation) not contained in the Agreement.
- 17.2 The Customer acknowledges and agrees that SIS may from time to time make minor and administrative changes to the terms of the Agreement without prior notice to the Customer, and, subject to paragraph 17.4, SIS may amend or supplement any term of the Agreement in order to reflect any requirements imposed on SIS by its licensors or suppliers, changes to SIS's business methods and/ or changes in law.
- 17.3 Without prejudice to paragraph 17.2, any amendments or modifications to these General Terms and Conditions shall be made by way of an update to the General Terms and Conditions displayed on SIS's website.
- 17.4 Notwithstanding paragraph 17.2, SIS agrees that:
- a. (except where expressly permitted otherwise in the Agreement), no amendment or modification relating to the Fees payable by the Customer under the Agreement or the duration of the Agreement will be valid or binding upon either of the parties unless made via an Addendum; and

- b. in cases where (in SIS's reasonable opinion) an amendment or modification to the Agreement as set out in and permitted by paragraph 17.2 above represents a material change to the terms of the Agreement, SIS will provide the Customer with prior written notice of the material change (such material change to take effect upon the date specified in the relevant notice).
- 17.5 The Customer agrees that the provision of the Product(s) and/or Service(s) is subject to any arrangements (including restrictions) that SIS has with its licensors and/or Rights Holders and that, accordingly, the Customer will comply with any additional terms, conditions and restrictions imposed by SIS's licensors and/or Rights Holders which SIS notifies to the Customer in writing from time to time. The Customer further agrees that SIS may suspend or discontinue the provision of any or all of the Product(s) and/or Service(s) to the Customer if the Customer fails to comply with such terms, conditions and/or restrictions.

## **18 Notices**

- 18.1 Any notice required to be served under the Agreement shall be in writing and shall be addressed to, in the case of the Customer, the contact or contacts detailed in the Supply Agreement (or such other contact or contacts notified by the Customer to SIS in writing from time to time), and, in the case of SIS, the Chief Executive, copied to the Company Secretary (or such other contact or contacts notified by SIS to the Customer in writing from time to time).
- 18.2 Subject to paragraph 18.3, any notice required to be served under the Agreement shall be deemed duly given:
  - a. if delivered by hand, at the time of delivery;
  - b. if sent by first class post, in the case of the Customer, to the address detailed in the Supply Agreement (or such other address notified by the Customer to SIS in writing from time to time) and, in the case of SIS, to Whitehall Avenue, Kingston, Milton Keynes, MK10 0AX (or such other address notified by SIS to the Customer from time to time) on the second Business Day after posting; and
  - c. if delivered by email, in the case of the Customer, to the email address detailed in the Supply Agreement (or such other email address notified by the Customer to SIS in writing from time to time) and, in the case of SIS, to [legal@sis.tv](mailto:legal@sis.tv) (or such other email address notified by SIS to the Customer from time to time) once transmitted to the recipient email address without a delivery failure notification.
- 18.3 If deemed receipt occurs before 9.00am on a Business Day the notice shall be deemed to have been received at 9.00am on that day, and if deemed receipt occurs after 5.00pm on a Business Day, or on a day which is not a Business Day, the notice shall be deemed to have been received at 9.00am on the next Business Day.

## **19 Data Protection**

- 19.1 Under the terms of SIS's arrangements with its licensors and/or Rights Holders SIS may be required to provide details of the Customer's name and address, the address of the Central Site(s) and, where applicable, the addresses of any LBO Sites to them at their request. To the extent that this information amounts to personal data under applicable EU or UK data protection legislation, the Customer gives its consent to SIS disclosing this information to its licensors and/or Rights Holders if required to do so under the terms of SIS's agreements with them. The Customer also gives its consent to SIS to disclose 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, to any court of competent jurisdiction or any competent judicial, governmental or regulatory body, and as may be required by law.

## **20 Variation**

- 20.1 Save as expressly provided in the Agreement (including in paragraph 17 above), no variation of the Agreement shall be effective unless it is made via an Addendum. For the purposes of this paragraph, the expression "**variation**" includes any supplement, deletion or replacement however effected.

## **21 General**

- 21.1 No remedy conferred by any provisions of the Agreement is intended to be exclusive of any other remedy, irrespective of whether that remedy is given under the Agreement or is generally available at the relevant time.
- 21.2 A person who is not a party to the Agreement has no right to enforce any of its provisions under the Contracts (Rights of Third Parties) Act 1999, except to the extent expressly set out in any Supply Agreement.
- 21.3 Each party agrees that it is an independent contractor and shall not hold itself out as being part of the other, or as an agent or partner of the other. Except where otherwise expressly provided for in the Agreement, neither party has any authority or power to bind, contract or negotiate in the name of, or to incur any debt or other obligation on behalf of, or to create any liability against the other, in any way or for any purpose.
- 21.4 The waiver by any party of any of its rights or remedies arising under the Agreement shall not constitute a continuing waiver of that right or remedy or a waiver of any other right or remedy.
- 21.5 Each party will pay its own legal, accountancy and other costs arising out of and in connection with the entry into the Agreement.
- 21.6 Each party shall take all necessary steps to ensure that slavery and human trafficking is not taking place in any of its supply chains and/or in any part of its business.
- 21.7 The Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all the counterparts shall together constitute one and the same agreement.
- 21.8 Subject to paragraph 21.9, neither party shall, without the prior written consent of the other party (not to be unreasonably withheld or delayed), assign or sub-license any of its

rights, or sub-contract, delegate or transfer any of its obligations under the Agreement or extend the benefit of any such rights to any third party. Any purported assignment or transfer in contravention of this paragraph 21.8 shall be ineffective.

- 21.9 SIS may sub-contract aspects of the provision of the Product(s) and/or Service(s) to third parties, provided that SIS' appointment of a sub-contractor shall not relieve SIS from any of its obligations under the Agreement and SIS shall be responsible for the acts and omissions of any sub-contractor in relation to the sub-contracted aspects.
- 21.10 Where any term of the Agreement grants a party the right to enter onto the other party's premises for the purposes of providing or receiving the Product(s) and/or Service(s), monitoring compliance with the other party's obligations or otherwise, such rights of the first party shall be subject to compliance by that party's officers, employees, agents and representatives with the other party's then current policies (including any health and safety policies) provided always that the other party has provided the first party with a copy of the relevant policies in advance.
- 21.11 Unless otherwise expressly stated in the Agreement, access by either party (or its representatives) to any of the other party's premises shall be on reasonable notice during normal working hours.
- 21.12 Where a party (the "**Indemnifying Party**") indemnifies the other party (the "**Indemnified Party**") under the Agreement, in the event of such a claim, the following shall apply:
- a. the Indemnified Party shall promptly notify the Indemnifying Party of any claim or litigation (or potential claim or litigation) to which the indemnification relates;
  - b. the Indemnified Party shall afford the Indemnifying Party the opportunity to participate in or to take over and control the disposition of the claim or litigation in each case at the expense of the Indemnifying Party;
  - c. the Indemnified Party shall not in any event make or offer any settlement of the claim or litigation or make any admission of any nature without the prior written consent of the Indemnifying Party (which consent shall not be unreasonably withheld or delayed);
  - d. the Indemnified Party shall (at the Indemnifying Party's reasonable cost) provide all such co-operation and assistance as the Indemnifying Party may reasonably require in the disposition and defence of the claim or litigation. However, such co-operation shall not require the Indemnified Party to incur any material out-of-pocket costs unless put in funds by the Indemnifying Party; and
  - e. the Indemnified Party shall use its reasonable endeavours to mitigate any loss arising in relation to or as a result of the claim or its subject matter.

## **22 Dispute Resolution Procedure**

- 22.1 If a party considers that a dispute, controversy, or claim has arisen between the parties out of or in relation to the Agreement (including any question regarding its existence, validity, or termination) ("**Dispute**"), then that party shall notify the other party in writing providing reasonable detail thereof ("**Dispute Notice**").



- 22.2 Following receipt of a Dispute Notice, the parties shall attempt in good faith to resolve the Dispute.
- 22.3 If, in the opinion of either party, the Dispute has not been resolved within twenty (20) Business Days of the Dispute Notice, then either party may commence court proceedings in respect of the Dispute.
- 22.4 Without prejudice to either party's right to seek redress in court, each party shall continue to perform their respective obligations under the Agreement notwithstanding any Dispute.
- 22.5 Nothing in this paragraph 22 shall prevent either party from commencing legal proceedings to seek emergency relief, such as an immediate injunction or order for specific performance, or for a judgment for a liquidated sum to which there is no arguable defence.

### **23 Governing Law and Jurisdiction**

- 23.1 The Agreement shall be governed by and construed in accordance with English law.
- 23.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any Dispute (including non-contractual disputes or claims) arising out of or in connection with the Agreement or the subject matter thereof.

**Annex 1**

**End User Certificate**

**SIS END USER CERTIFICATE  
(PRODUCTS)**

1. By accepting receipt of Products from the reseller and/or provider (the "**Provider**"), the end customer (the "**End Customer**") agrees that the terms of this End User Certificate ("**EUC**") are incorporated into any agreement between the Provider and End Customer (an "**Agreement**") for the supply of Products.
2. The terms of this EUC may be enforced directly against the End Customer by SIS under the Contracts (Rights of Third Parties) Act 1999.
3. The following words and expressions will have the following meanings:

Computer Network Service	a service which provides information to the public by any form of computer on-line media (including linear and interactive delivery and the internet), for exhibition, distribution or exploitation through any arrangement, apparatus, device, process or procedure, including technology of video, sound and data transmission to portable devices or personal digital assistants (such as mobile phone and palm top computers) whether now known or hereafter devised;
Confidential Information	all information which is of a confidential nature relating to the business or prospective business, current or projected plans or internal affairs of SIS including in particular, but not limited to, the Product(s) and all or any information relating to the Product(s);
Fixture	an individual sporting match, fixture, meeting, or contest covered by or featured in the Product(s);
Group Company	in relation to a party, the ultimate Holding Company or any Subsidiary of such Holding Company, or any company which is a Subsidiary of any such Subsidiary ("Holding Company" and "Subsidiary" having the meanings given in section 1159 of the Companies Act 2006);
Intellectual Property Rights	any current and future intellectual property rights including: <ol style="list-style-type: none"> <li>(a) copyrights, trade marks, trade names,</li> </ol>

design rights, domain names, rights in logos and get-up, rights in inventions, confidential information, trade secrets and know-how including commercial know-how, design rights, patents, utility models, semiconductor topographies, all rights of whatsoever nature in computer software and data, rights in databases, privacy rights and moral rights; and

- (b) all granted registrations and all applications for registration in respect of any of the above, all renewals, reversions or extensions, and all other intangible rights and privileges of a nature similar, analogous or allied to any of the above, in every case in any part of the world and whether or not registered, including the right to sue for damages for past infringement in relation to the above;

Licences	any and all licences, permits, approvals 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 from time to time;
Private Customers	a private individual (which for the avoidance of doubt shall exclude any person contracting with the End Customer in the course of business) contracting as such with the End Customer for the provision of betting services generated from the Product(s) and provided via a Computer Network Service;
Product(s)	any product owned or licensed to SIS by a Rights Holder that is supplied to the End Customer by the Provider (which may include, inter alia, data products and/or audio-visual products);
Provider	the reseller and/or provider contracted with SIS in relation to the Product(s);
Purposes	the authorised purposes relating to the

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|                      | Product(s) specified in the Agreement (which shall, for the avoidance of doubt, be limited to the purposes for which the Provider is authorised to sub-license the Product(s) to the End Customer);   |
| Regulator            | a regulatory authority or other governmental body;  |
| Relevant Regulations | any applicable law (including any relevant anti-trust law), enactment, statute, regulation, order, ordinance or any direction, instruction, pronouncement, requirement, guidance, or decision of or agreement with a Regulator, relating to the Product(s); |
| Rights Holder(s)     | any third parties who hold the rights (including rights of access to collect and collate data and audio-visual content) in the Product(s) and/or licenses any content comprised within the Product(s) to SIS;   |
| SIS                  | SIS International Limited, a company incorporated in England and Wales whose registered number is 15229004 and whose registered office is at Whitehall Avenue, Kingston, Milton Keynes, Buckinghamshire, MK10 0AX;  |
| Venue                | a venue where a Fixture is held, including any racecourse, track, stadium or other venue; and   |
| Website              | any website or websites set out in the (if any) on which the End Customer is entitled to display the Product(s).  |
4. In consideration of, and subject to, the End Customer's compliance with the terms of this EUC, Provider hereby grants to the End Customer a non-exclusive licence to use the Product(s) for the Purposes, solely for the End Customer's personal use in connection with the End Customer's own business.
  5. Except as expressly agreed otherwise by SIS, the End Customer is entitled to incorporate or combine the End Customer's own information or information licensed to the End Customer from a third party with the Product(s) for the purpose of providing a comprehensive service to the End Customer's end customers. For the avoidance of doubt, notwithstanding the foregoing, the End Customer shall not be entitled to modify, alter or manipulate the Product(s), or any content comprised within the Product(s), without the prior written consent of SIS, including any modification, alteration or manipulation which:
    - f. has the effect of altering, replacing, adding to or restricting on-screen coverage of any commercial message displayed at a Venue (including by means of so-called "**virtual advertising**");

- g. creates an inaccurate impression of any outcome of any race or Fixture;
    - h. relates to the names, logos or marks in the Product(s), including the names, logos and trade marks of any Venue, race or Fixture;
    - i. inserts any name other than the full official name of the Venue, race or Fixture (including any reference to the sponsor of such Venue, race or Fixture); or
    - j. creates any virtual representation of any race or Fixture comprised within the Product(s) without SIS's prior written consent, such consent to be at SIS's sole discretion.
6. The licence granted to the End Customer in respect of the Product(s) shall not confer upon the End Customer any right to use, distribute or communicate to the public, or to authorise others to use, distribute or communicate to the public, the Product(s) for any purpose other than the Purposes. The End Customer shall not, and shall not authorise or permit any third party to:
  - a. make any copies in any medium whatsoever of the Product(s), except as required to use the Product(s) for the Purposes or as expressly permitted otherwise by SIS; and/or
  - b. transcribe or relay the Product(s) in any medium (whether physical or electronic) to any other body or person other than allowed pursuant to the Purposes.
7. The Product(s) must not be used for, inter alia, prize competitions, fantasy sports games, prediction competitions, lotteries or any console, computer, social network or mobile games or by any digital or print media organisations offering any tipping or prediction based information or product tools or for any other product, service or material that would not reasonably be regarded as a standard betting product, service or material in relation to the content comprised within the Product(s).
8. Except as expressly permitted otherwise by SIS, the End Customer must not authorise or permit the Product(s) to be recorded, stored, edited, manipulated, reproduced or further communicated or transmitted without SIS's prior written consent, which SIS may give or withhold in its absolute discretion. Without limiting the foregoing, the End Customer shall not record or store any data comprised in the Product(s) for the purpose of creating an archive or database of historical data.
9. The End Customer must not supply, license, relay or otherwise distribute, or enter into any agreement or other arrangement to supply, license, relay or otherwise distribute, or allow any other person to supply, license, relay or otherwise distribute, the Product(s) (or any data comprised in the Product(s)) to any other body or person including:
  - a. any other bookmaker;
  - b. any operator of television services (whether digital or analogue or whether existing or hereafter devised) including cable television, master antennae television, satellite television, or terrestrial television broadcast services or systems;
  - c. any operator of a Computer Network Service;
  - d. any provider or operator of news or information services and/or systems; or
  - e. any third party contractor who provides services to the End Customer (whether in connection with betting operations or otherwise),

without SIS's prior written consent, which SIS may give or withhold in its absolute discretion.

10. The End Customer agrees that:
  - a. the End Customer will use the Product(s) entirely at the End Customer's own risk;
  - b. the End Customer shall not alter any copyright notices which may be included as part of the Product(s);
  - c. SIS gives no warranty that the Product(s), or any data included in the Product(s) or results from the Product(s) will be accurate or error free, or contain all necessary material and information;
  - d. SIS gives no warranty, or other contract term or recommendation as to the suitability of the Product(s) for any specific purpose. The End Customer must satisfy itself as to whether the Product(s) is suitable for its purpose(s);
  - e. nothing in this EUC shall permit, or be construed so as to permit, the End Customer to make any statement to any third party regarding the suitability or otherwise of the Product(s) for any purpose, without SIS's prior written consent.
  - f. if the End Customer makes any use of the Product(s) for any purpose which is not a Purpose, SIS shall be entitled to suspend or terminate supply of the Product(s) to the End Customer, on written notice to the Provider;
  - g. where the End Customer is permitted to distribute or transmit the Product(s) or any content comprised within the Product(s), the End Customer shall ensure that it is distributed or transmitted in a securely encrypted form in accordance with good industry practice; and
  - h. where SIS licenses the Product(s) to the End Customer in connection with a Fixture, the End Customer agrees that SIS shall be the exclusive supplier of audio visual and data coverage of that Fixture during the term of the End Customer's licence of the Product(s) and the End Customer shall not distribute or make available to the public any audio-visual coverage or data from that Fixture other than the audio-visual content or data comprised within the Product(s);
11. SIS excludes any and all liability which SIS may otherwise have to the End Customer as a direct or indirect result of any third party exploiting any rights which in any way infringe or contravene the rights which SIS has granted to the Provider and End Customer.
12. All rights in or to the Product(s) (including all Intellectual Property Rights) and any content comprised in the Product(s) and all Confidential Information relating to the Product(s) shall belong to SIS and/or to SIS's licensors. The End Customer shall not acquire any right, title or interest in or to the Intellectual Property Rights in the Product(s) except as expressly set out in this EUC.
13. The End Customer agrees and acknowledges that it may be necessary for SIS to add to or vary the content or specification of the Product(s), as a consequence of an action or inaction of a Rights Holder, including any restrictions that a Rights Holder places on collection of data, or otherwise.

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14. The End Customer shall:
- a. ensure that any text-based service the End Customer provides that includes any Product(s) (which includes an own-brand text service or a Website), displays the following copyright notice and/or any other copyright notice that SIS may advise the End Customer of during the Term:  
  

*"© SIS International Limited [year]  
Copyright in the information provided in this service is the property SIS International Limited ("SIS") and/or its licensors. This information is intended for personal use only and may not be displayed in public, broadcast or used for any commercial purpose without the express written consent of SIS. Whilst every effort is made to ensure that the information is accurate, SIS accepts no responsibility for any use made of the information provided on this website or in this service and excludes all liability in respect of any loss suffered by any person arising directly or indirectly from use of the information";*
  - b. use all reasonable endeavours to procure that the End Customer's end customers (including, where applicable, Private Customers) do not infringe the Intellectual Property Rights in the Product(s);
  - c. where applicable, use all reasonable endeavours to ensure (by the use of appropriate methods) that the Product(s) cannot be saved, copied or re-used without further agreement after having been downloaded by Private Customers; and
  - d. use all reasonable information technology security measures to prevent the theft or unauthorised or unlawful reception, exhibition, copying or use of the Product(s).
15. The End Customer shall not do, omit to do, or authorise any third party to do, any act relating to the Product(s) that will or might undermine or infringe SIS's, or any of SIS's licensors', Intellectual Property Rights in the Product(s), during or after the term of the End Customer's licence of the Product(s).
16. The End Customer shall notify Provider in writing at the earliest opportunity of any actual, threatened or suspected unauthorised use of the Product(s) or other infringement or potential infringement of the Intellectual Property Rights in the Product(s) of which the End Customer becomes aware (including the collection, use and/or supply of Unofficial Data), and shall provide Provider with all information the End Customer has in the End Customer's possession concerning the actual, threatened or suspected infringement and give SIS all reasonable assistance (at SIS's reasonable cost) in any action that SIS may consider necessary to take against such potential or actual infringers to protect SIS's rights
17. The End Customer represents, warrants and undertakes that:
- a. the End Customer shall not use the Product(s) in connection with betting transactions which are illegal or for which the End Customer does not hold the requisite regulatory licence;
  - b. the End Customer will not infringe any third party rights, including any Intellectual Property Rights of any party in connection with the activities contemplated by the End User Certificate;

- c. before the commencement of the End Customer's licence of the Product(s), the End Customer will have obtained all Licences which are required in any jurisdiction in order for the End Customer to lawfully and properly receive the Product(s) and to use and distribute the Product(s) for betting purposes and any other Purposes;
  - d. before any of the Licences lapse or expire, or new Licences are required, the End Customer will obtain any extension or new Licences (as applicable) which are required in order for the End Customer to lawfully and properly receive the Product(s) and to use and distribute the Product(s) for betting purposes and any other Purposes;
  - e. the End Customer will comply with all Licences (and shall pay or procure payment of any fees or charges payable for all Licences), and all Relevant Regulations;
  - f. the End Customer will not wilfully or negligently do anything or omit to do anything that might cause any Licences and/or permissions to be suspended or withdrawn.
- 18. The End Customer represents, warrants and undertakes that incorporating or combining the Product(s) with any other content and/or that any service or other material that incorporates the Product(s) shall not:
  - a. infringe any third party rights, including any Intellectual Property Rights of any party.
  - b. breach any third party rights, including any Intellectual Property Rights of any party;
  - c. constitute a contempt of court or cause any breach of any contract, duty of confidence or applicable law, statute or national or international regulations;
  - d. cause any breach of the rules of OFCOM and/or any other Regulator in any applicable jurisdiction; or
  - e. expose SIS to any civil or criminal proceedings or liability; or
  - f. contain any material that is (or is reasonably likely to be considered to be) obscene or defamatory in nature.
- 19. The End Customer indemnifies Provider and SIS on demand from and against all liabilities, claims, demands, actions, losses, damages, costs and expenses (including legal costs and expenses) arising out of or in connection with:
  - a. any use by the End Customer (and/or its end users and any person, firm or corporation authorised or permitted by the End Customer) of the Product(s) in a manner not authorised under this EUC;
  - b. any breach by the End Customer of this EUC (including the representations, warranties and undertakings of the End Customer set out in this EUC); and
  - c. any claims made by a third party that modifications of any Product(s) made by or for the End Customer infringes the Intellectual Property Rights of any third party.
- 20. The End Customer undertakes that:



- a. the End Customer shall not make any inventions, developments or works using or based on the Confidential Information of SIS and, if any such inventions, developments or works are made, the End Customer shall, at the request and cost of SIS, do all such further acts and execute all such documents as may from time to time be necessary to vest all Intellectual Property Rights in such inventions or developments in SIS or its nominee;
  - b. the End Customer shall not attempt to replicate the Confidential Information of SIS nor to investigate detailed aspects of the Confidential Information of SIS; and
  - c. the End Customer shall not, and shall procure that the End Customer's personnel and contractors do not, use any of SIS's Confidential Information other than for the Purposes. Without limiting the foregoing, the End Customer shall not use the Confidential Information of SIS directly or indirectly to procure a commercial benefit to the End Customer or a commercial disadvantage to SIS. For the purpose of this paragraph 20(c) a commercial disadvantage shall include the End Customer inventing (or taking any steps preparatory to inventing) or assisting any third party in inventing (or taking any steps preparatory to inventing) any product or service that is based on and/or comprising the Confidential Information of SIS and that enables a third party to directly or indirectly procure a commercial benefit from the Confidential Information of SIS.
21. SIS (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 Product(s). The End Customer agrees to give all reasonable co-operation in relation to protecting such rights including taking any reasonable action (at SIS's reasonable cost) in respect of such rights as requested by SIS or any of its third party providers.
  22. SIS and /or its authorised representative shall be entitled during normal business hours and upon reasonable notice to have reasonable access to the End Customer's premises, technical systems, records, directors and employees, and those of the End Customer's agents and contractors, in order to satisfy themselves that the End Customer is complying with the End Customer's obligations under this EUC.
  23. The End Customer acknowledges that the End Customer's agreement in respect of the Product(s) is with the Provider and that SIS shall have no contractual liability to the End Customer in respect of the Product(s). The End Customer indemnifies SIS on demand from and against all liabilities, claims, demands, actions, losses, damages, costs and expenses (including legal costs and expenses) arising out of or in connection with any claims made against SIS or any SIS Group Company by the End Customer in respect of the Product(s).