

---

**H2H Esports 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 H2H Esports to the Customer, as further described in the relevant Products and Services Agreement.

**1 Definitions and Interpretation**

1.1 For the purposes of the Agreement the following terms have the meanings set out below:

<b>Addendum</b>	A written amendment to this Agreement signed by authorised representatives of both parties.
<b>Agreement</b>	The contract between H2H Esports and the Customer for the licence of the Product(s) and/or Service(s), made up of the Products and Services Agreement and these General Terms and Conditions.
<b>Audio-Visual Product(s)</b>	Any audio-visual content supplied by H2H Esports to the Customer, as set out in the Products and Services Agreement.
<b>Authorised Persons</b>	The Customer’s officers, employees, agents, subcontractors and professional advisers.
<b>Back-Office Use</b>	Use solely for the Customer’s internal administrative purposes and not for any public display, publication or communication of the Product(s).
<b>Business Day</b>	A day other than a Saturday, Sunday or public holiday in England.
<b>Computer Network Service</b>	Any service providing information to the public via online or digital media, including internet-based, interactive or mobile delivery;
<b>Confidential Information</b>	All non-public information disclosed by either party in connection with this Agreement, whether before or after its date and whether written, oral or otherwise. H2H Esports ’s Confidential Information includes all non-public information relating to any Product(s) or Service(s).
<b>Customer</b>	The entity receiving the Product(s) and/or Service(s) from H2H Esports, as identified in the Products and Services Agreement.

<b>Customer Systems</b>	Any systems, equipment or technology used by the Customer in connection with the Product(s) and/or Service(s), including third-party systems, but excluding H2H Esports Systems.
<b>Data Product(s)</b>	any Data Product(s) specified in the Products and Services Agreement;
<b>Fees</b>	The fees payable by the Customer for the Product(s) and/or Service(s), as set out in the Products and Services Agreement and updated in accordance with this Agreement.
<b>Fixture</b>	Any sporting match, meeting, contest or event included in the Product(s).
<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>Insolvency Event</b>	Any event indicating a party is or is likely to become insolvent, including: <ul style="list-style-type: none"><li>a. being unable to pay debts, having liabilities greater than assets, or ceasing/threatening to cease trading;</li><li>b. a statutory demand not settled within 14 days, or the appointment of an administrator, receiver, liquidator or similar officer, or any insolvency process under the Insolvency Act 1986;</li><li>c. a winding-up or dissolution order or resolution (other than a solvent restructuring where the successor assumes all obligations under this Agreement);</li><li>d. any equivalent insolvency process outside England, Wales or the EU;</li><li>e. entering into an arrangement with creditors (other than a solvent restructuring); or</li><li>f. any equivalent event affecting a subsidiary of the party.</li></ul>
<b>Intellectual Property Rights</b>	All rights in inventions, content, software, data, brands, designs, confidential information and know-how, whether registered or unregistered, anywhere in the world, including applications, renewals and the right to claim for past infringements.

<b>LBO Sites</b>	Any licensed betting office in the Territory that is owned, controlled, managed or branded by the Customer, where the primary business is taking bets from the public.
<b>Licences</b>	All licences, permits, approvals and permissions required under applicable laws or from any relevant authority or person.
<b>Month</b>	A calendar month starting on the first day of that month.
<b>Private Customer</b>	A private individual (not acting in the course of business) who receives betting services generated from the Product(s) via a Computer Network Service.
<b>Products and Services Agreement</b>	The written agreement setting out the key details of the Product(s) and/or Service(s).
<b>Product(s)</b>	The products licensed by H2H Esports to the Customer, as set out in the Products and Services Agreement (including any Data Products or Audio-Visual Products).
<b>Purposes</b>	The authorised purposes set out in the Products and Services Agreement.
<b>Regulator</b>	Any regulatory or governmental authority.
<b>Relevant Regulation</b>	Any applicable law, regulation, order, guidance or requirement of a Regulator relating to this Agreement or the Product(s) or Service(s).
<b>Rights Holder(s)</b>	Third parties who own rights in the Product(s) or license content to H2H Esports , including rights to collect or supply data or audio-visual content.
<b>RPI</b>	The Retail Prices Index published by the Office for National Statistics, or any successor index.
<b>Service(s)</b>	The services to be provided by H2H Esports to the Customer, as set out in the Products and Services Agreement.
<b>Service Level Agreement or SLA</b>	Any service level agreement included in the Products and Services Agreement.
<b>H2H Esports</b>	H2H Esports Limited, (with company registration number 12820369) including its Group Companies.

<b>SIS Content</b>	Any content (audio, visual, text or data) delivered or to be delivered by H2H Esports under this Agreement.
<b>SIS Systems</b>	Any systems, equipment or technology used by H2H Esports or its Group Companies to provide the Product(s) or Service(s), including hardware, software, networks, and databases.
<b>Start Date</b>	The start date for the Customer's licence to use the Product(s) and/or receive the Service(s), as set out in the Products and Services Agreement.
<b>Tax</b>	Any tax, duty, levy, licence fee or similar charge payable or collectible by H2H Esports .
<b>Term</b>	The term specified in the Products and Services Agreement
<b>Territory</b>	The territory in which the Product(s) may be used and the Service(s) received, as set out in the Products and Services Agreement.
<b>Third Party Content</b>	Any content delivered via the Service(s) that is not licensed to the Customer by H2H Esports .
<b>Third Party Provider</b>	Any third party providing content or services to H2H Esports or its Group Companies, including Rights Holders and satellite operators.
<b>Venue</b>	Any location where a Fixture is held, including racecourses, tracks, stadiums or similar venues.
<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 H2H Esports Content and is produced or distributed without the consent or authorisation of H2H Esports or the Rights Holders (as applicable).
<b>Year</b>	A 12-month period starting on the date of this Agreement or the Start Date (whichever is earlier), and each subsequent 12-month period.

1.2 Unless expressly stated otherwise:

- a. references to the Customer do not include its Group Companies; and
- b. the Customer's Group Companies may not receive any Product(s) or Service(s) under this Agreement.

The Customer is responsible for all acts and omissions of its Group Companies as if they were its own.

- 1.3 Headings are for convenience only and do not affect interpretation.
- 1.4 References to paragraphs, schedules, annexes or addenda are to those in this Agreement, all of which form part of it.
- 1.5 "Writing" includes any visible, non-transitory form of communication.
- 1.6 Times refer to London time. "Day" means a 24-hour period starting at midnight.
- 1.7 Any English legal term used in another jurisdiction includes the nearest equivalent concept in that jurisdiction.
- 1.8 "Person" includes any corporate body, partnership or unincorporated association.
- 1.9 "Include", "including" and similar expressions are not limiting.
- 1.10 Unless the context requires otherwise, words referring to one gender include all genders; words referring to individuals include corporate bodies and vice versa; and words in the singular include the plural and vice versa.
- 1.11 References to legislation include any amendments, replacements or subordinate legislation. References to EU directives apply only to the extent they remain in force in the UK.
- 1.12 Where relevant, words and phrases have the meanings given in the Copyright, Designs and Patents Act 1988.
- 1.13 References to Product(s) or Service(s) include any part of them.

## **2 Products and Services Agreement**

- 2.1 H2H Esports will only grant a licence to the Product(s) and/or provide the Service(s) once the parties have executed a Products and Services Agreement covering those Product(s) and/or Service(s).
- 2.2 Except as stated in paragraphs 17 and 20, the Products and Services Agreement together with these General Terms and Conditions form the entire Agreement between H2H Esports and the Customer for the licence of the Product(s) and/or the provision of the Service(s). All other terms — including any terms provided by the Customer — are excluded and do not apply.
- 2.3 If there is any conflict between the Products and Services Agreement and these General Terms and Conditions, the Products and Services Agreement will take priority unless the parties expressly agree otherwise in writing.
- 2.4 Any defined terms used in a Products and Services Agreement have the same meaning as in these General Terms and Conditions unless the Products and Services Agreement

states otherwise.

### **3 Term and Termination**

- 3.1 This Agreement becomes legally binding on the date it is signed. The Customer's licence to use the Product(s) and/or receive the Service(s) begins on the Start Date and continues for the Term, unless ended earlier in line with this Agreement.
- 3.2 H2H Esports may, at its discretion, suspend the supply of any Product(s) and/or Service(s) or terminate this Agreement (in whole or in part) immediately by written notice if:
- a. the Customer commits a material breach that cannot be remedied, or—if it can be remedied—fails to do so within:
    - i. 14 days of written notice where the breach relates to non-payment of Fees:  
or
    - ii. 30 days of written notice for any other breach.
  - b. the Customer uses the Product(s) and/or Service(s) for any purpose other than an authorised Purpose.
  - c. the Customer commits a material breach of any other agreement between the parties that would entitle H2H Esports to terminate that agreement.
  - d. the Customer suffers an Insolvency Event.
  - e. any third-party rights that H2H Esports relies on to provide the Product(s) are not renewed, extended, substituted, or otherwise cease, including H2H Esports's rights to grant sub-licences or supply the Product(s) (and without limiting H2H Esports's right to vary Product content under paragraph 5.10, if applicable).
- 3.3 The Customer may terminate this Agreement immediately by written notice to H2H Esports if:
- a. H2H Esports commits a material breach of the Agreement that cannot be remedied, or—if it can be remedied—fails to do so within 30 days of written notice requiring the remedy; or
  - b. H2H Esports suffers an Insolvency Event.
- 3.4 Termination or expiry of this Agreement (in whole or in part) does not affect any rights or obligations that have already accrued, nor any terms that are intended—expressly or by implication—to continue after termination or expiry.
- 3.5 When this Agreement ends (in whole or in part), all amounts owed by either party under the terminated part of the Agreement become immediately due and payable.
- 3.6 If H2H Esports terminates this Agreement under paragraphs 3.2(a), 3.2(b) or 3.2(c), the Customer must pay H2H Esports an amount equal to the Fees that would have been payable for the remainder of the Term had the Agreement not ended early. These "deemed Fees" are payable on the date of termination and are not subject to any limitation or exclusion under paragraph 10. Where Fees are calculated by reference to the number of LBO Sites, the deemed Fees will 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 H2H Esports of the Product(s) and/or Service(s), the Customer shall pay the Fees to H2H Esports in line with this Agreement.
- 4.2 Unless the Products and Services Agreement states otherwise, H2H Esports may invoice the Fees monthly in advance. All invoices must be paid within 14 days of the invoice date.
- 4.3 Any annual Fees will be pro-rated for periods of less than twelve months.
- 4.4 Where Fees are based on the number of LBO Sites:
- a. The Customer must provide H2H Esports with a Monthly Site Statement within five Business Days of the start of each Month, confirming the number of LBO Sites (including openings and closures since the previous statement).
  - b. H2H Esports will use the numbers in the Monthly Site Statement to calculate the Fees for the first Month after receiving that statement.
  - c. For the first two Months after the Start Date, Fees based on LBO Site numbers will be calculated using the actual number of LBO Sites on the Start Date.
  - d. If the Customer does not provide a Monthly Site Statement on time, or does not provide the Start Date LBO Site numbers, H2H Esports may calculate the Fees using its reasonable estimate of the number of LBO Sites at the time of invoicing.
- 4.5 Invoices must be paid into H2H Esports 's nominated bank account (as notified to the Customer from time to time by two authorised H2H Esports signatories) of H2H Esports .
- 4.6 All amounts payable to H2H Esports accrue daily and must be paid in British Pounds (unless otherwise required by law or agreed in writing).
- 4.7 Subject to paragraph 4.8, H2H Esports may increase the Fees at any time by giving prior written notice (a "Fee Notice"). The increase takes effect on the Fee Variation Date stated in the Fee Notice. If H2H Esports issues a Fee Notice, the Customer may terminate the Agreement by giving written notice within one month of the Fee Notice, with termination taking effect on the Fee Variation Date
- 4.8 The Customer's termination right under paragraph 4.7 does not apply to the following increases:
- a. on prior written notice at any time during the Term:
    - i. Increases notified in advance that reflect:

- a. changes in the daily spot exchange rate between the payment currency (if not GBP) and GBP, as published by the Bank of England (or its successor); or
    - b. the imposition of any Relevant Tax (being any tax assessed on the nature, business or activities of the Customer or H2H Esports , or on their contractual relationship, except taxes calculated solely on H2H Esports 's profits).
  - ii. Automatic annual increases on 1 January each year after the Start Date, equal to the percentage increase (if any) in the Retail Prices Index ("RPI") as published by the Office for National Statistics (or any successor index) over the preceding 12 months.
- 4.9 H2H Esports will round any Fee adjustments up to the nearest £0.01.
- 4.10 All Fees are exclusive of VAT (being value added tax under the Value Added Tax Act 1994 or any successor legislation) , which will be charged where applicable.
- 4.11 Each party must pay all amounts owed under the Agreement promptly and correctly.
- 4.12 If H2H Esports fails to perform its obligations due to an act or omission of the Customer, the Customer remains fully liable to pay the Fees.

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

- 5.1 H2H Esports grants the Customer a non-exclusive, non-transferable licence to receive and use the Product(s) solely for the Purposes and in accordance with this Agreement. All rights not expressly granted are reserved to H2H Esports .
- 5.2 The Customer may combine the Product(s) with its own information or with third-party information licensed to it, to provide a complete service to its end customers. However, the Customer must not modify, alter or manipulate the Product(s) or any of their content without H2H Esports 's prior written consent. This includes any change that:
- a. alters, replaces, adds to, or restricts on-screen commercial messages at a Venue (including through "virtual advertising");
  - b. creates an inaccurate impression of the outcome of any race or Fixture;
  - c. affects any names, logos or trade marks in the Product(s), including those of any Venue, race or Fixture;
  - d. inserts any name other than the official name of the Venue, race or Fixture (including any sponsor references); or
  - e. creates any virtual representation of a race or Fixture. H2H Esports may grant or refuse consent at its sole discretion.

- 5.3 The licence does not allow the Customer to use, distribute, or communicate the Product(s) to the public for any purpose other than the Purposes, nor to authorise anyone else to do so. The Customer must not, and must not permit any third party to:
- a. make copies of the Product(s) except as required for the Purposes or as expressly permitted in a Products and Services Agreement; or
  - b. transcribe, relay, or transmit the Product(s) in any medium to any person except as allowed for the Purposes.
- 5.4 The Product(s) must not be used for prize competitions, fantasy sports, prediction games, lotteries, console/computer/mobile/social games, or by digital or print media offering tipping or prediction tools, or for any other product or service that would not reasonably be regarded as a standard betting product or service based on the content of the Product(s).
- 5.5 Except as expressly permitted in this Agreement, the Customer must not allow the Product(s) to be recorded, stored, edited, manipulated, reproduced, transmitted, or further communicated without H2H Esports 's prior written consent, which H2H Esports may give or withhold at its absolute discretion. The Customer must not record or store any data from the Product(s) for the purpose of creating an archive or historical database.
- 5.6 Except as expressly permitted in this Agreement, the Customer must not supply, license, relay, distribute, or agree to supply, license, relay or distribute the Product(s) (or any data within them), nor allow anyone else to do so, to any person or organisation, including:
- a. any other bookmaker;
  - b. any operator of television services (digital, analogue, cable, satellite, terrestrial, or any future technology);
  - c. any operator of a Computer Network Service;
  - d. any provider or operator of news or information services; or
  - e. any third party contractor providing services to the Customer (whether related to betting operations or not),
- unless H2H Esports has given prior written consent, which H2H Esports may grant or refuse at 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. it will not alter or remove any copyright notices included in the Product(s);
  - c. H2H Esports does not warrant that the Product(s), or any data or results derived from them, will be accurate, complete, or error-free;
  - d. if the Customer uses the Product(s) for any purpose other than a Purpose, H2H Esports may suspend supply or terminate the Agreement under paragraph 3;

- e. any service or material incorporating the Product(s) must not contain pornographic, offensive, obscene, libellous, blasphemous, or otherwise unlawful content;
  - f. where the Customer is permitted to supply, distribute or transmit the Product(s) (including to LBO Sites or Permitted Third Parties), it must ensure they are supplied in securely encrypted form and in line with good industry practice; and
  - g. where the Product(s) relate to a Fixture, H2H Esports is the exclusive supplier of audio-visual and data coverage for that Fixture during the Term, and the Customer must not distribute or make available any other audio-visual coverage or data from that Fixture.
- 5.8 H2H Esports is not liable to the Customer for any loss arising directly or indirectly from any third party exploiting rights that infringe or conflict with the rights granted to the Customer under this Agreement.
- 5.9 All rights in the Product(s), including all Intellectual Property Rights, their content, and all related Confidential Information, belong to H2H Esports and/or its licensors. The Customer acquires no rights in the Product(s) other than those expressly granted in this paragraph 5 or in a Products and Services Agreement.
- 5.10 The Customer acknowledges that H2H Esports may need to amend or vary the content or specification of the Product(s) due to actions or restrictions imposed by a Rights Holder, including limits on data collection. Where practicable, H2H Esports will give the Customer advance notice of such changes.
- 5.11 The Customer shall:
- a. ensure that any text-based service it provides which includes the Product(s) (including any own-brand text service or website) displays the following copyright notice, or any updated notice H2H Esports provides during the Term:  
"© Sports Information Services Limited [year]"
  - b. use all reasonable endeavours to procure that its 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 that the Product(s) cannot be saved, copied or re-used by Private Customers without further agreement; 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, fail to do, or permit any third party to do anything that undermines or infringes H2H Esports 's (or its licensors') Intellectual Property Rights in the Product(s), during or after the Term.
- 5.13 The Customer agrees that:
- a. it will notify H2H Esports in writing as soon as possible of any actual, threatened or suspected unauthorised use of the Product(s) or infringement of the

Intellectual Property Rights (including the use or supply of Unofficial Data). The Customer will provide H2H Esports with all relevant information it holds and give H2H Esports reasonable assistance (at H2H Esports 's reasonable cost) in any action H2H Esports considers necessary; and

- b. H2H Esports alone may, at its discretion and expense, take any action it deems necessary to protect, enforce or recover damages for infringement of the Intellectual Property Rights in the Product(s). Any sums recovered belong solely to H2H Esports .

5.14 The Customer represents, warrants and undertakes that:

- a. it will not infringe any third-party rights (including Intellectual Property Rights) in connection with activities under this Agreement;
- b. before the Start Date, it will obtain all Licences required in any jurisdiction to lawfully receive, use and distribute the Product(s) for betting and other authorised Purposes;
- c. it will obtain any renewals or new Licences required to continue lawfully receiving and using the Product(s);
- d. it will comply with all Licences and Relevant Regulations and pay all associated fees;
- e. it will not wilfully or negligently do anything that may cause any Licence or permission to be suspended or withdrawn; and
- f. it is solely responsible for all copyright, licence and clearance payments relating to Customer Content in any media throughout the Territory, including performing rights in any music used.

5.15 The parties acknowledge that a Products and Services Agreement may expressly permit the Customer to:

- a. sub-license a Product under a reseller agreement ("Reseller Licence");
- b. use or incorporate the Product(s) into its own products or services for third parties via its own platform ("Platform Provider Licence");
- c. supply a Product to a third party providing services to the Customer (e.g., EPOS services); or
- d. allow a third party to perform services relating to a Product (e.g., delivery services).

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

5.16 Where paragraph 5.15 applies, the Customer shall:

- a. not supply the Product(s) to anyone other than a Permitted Third Party;
- b. supply the Product(s) to a Permitted Third Party only for the uses expressly permitted in the Products and Services Agreement;
- c. not allow a Permitted Third Party to supply, relay, resell or otherwise distribute the Product(s) to any other person;
- d. procure that each Permitted Third Party fully complies with this Agreement;
- e. be liable to H2H Esports for all acts and omissions of each Permitted Third Party as if they were the Customer's own;
- f. make clear to each Permitted Third Party that it is not acting as H2H Esports 's agent

- g. not make any promises, representation, warranties, guarantees or undertakings on H2H Esports 's behalf; and
  - h. not bind or commit H2H Esports in any way.
  
- 5.17 Without prejudice to H2H Esports 's other rights and remedies under the Agreement, H2H Esports shall be entitled to suspend or terminate a Permitted Third Party's sub-licence or supply of the Product(s) in any situation where H2H Esports would have the right to do so if that Permitted Third Party had contracted directly with H2H Esports . H2H Esports will issue a written Stop Feed Notice to the Customer, and the Customer must comply with it promptly.
  
- 5.18 Where the Customer uses, supplies or sub-licenses the Product(s) under a Reseller Licence or Platform Provider Licence, the Customer shall:
  - a. ensure each Permitted Third Party agrees to comply with the H2H Esports End User Certificate (Annex 1), which H2H Esports may enforce under the Contracts (Rights of Third Parties) Act 1999; and
  - b. set its own prices and commercial terms with Permitted Third Parties (except where this Agreement states otherwise). The Customer remains fully responsible for paying the Fees to H2H Esports regardless of the prices it charges Permitted Third Parties.
  
- 5.19 The Customer indemnifies H2H Esports on demand against all liabilities, claims, losses, damages, costs and expenses (including legal costs) arising from:
  - 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 of this Agreement by a Permitted Third Party; and
  - d. any claims made against H2H Esports or any H2H Esports Group Company by a Permitted Third Party relating to the Product(s).
  
- 5.20 The Customer indemnifies H2H Esports on demand against all liabilities, claims, losses, damages, costs and expenses (including legal costs) arising from:
  - a. any unauthorised use of the Product(s) by the Customer, its end users, or anyone it permits to use the Product(s);
  - b. any breach of paragraph 5 by the Customer; and/or
  - c. any claim that modifications to the Product(s) made by or for the Customer infringe a third party's Intellectual Property Rights.

## **6 Customer Content**

- 6.1 The Customer grants H2H Esports (and its directors, officers, employees, agents and subcontractors) a non-exclusive, royalty-free licence for the Term to use any content (audio, visual, text or data) not licensed by H2H Esports to the Customer ("Customer Content") for all purposes connected with this Agreement, including the provision of any Product(s) and/or Service(s).
  
- 6.2 The Customer represents, warrants and undertakes that:

- a. before the Start Date, it will have obtained all Licences and all necessary rights and permissions from any relevant third parties (including content owners) required in any jurisdiction for the Customer to receive, access and use the Customer Content, and for H2H Esports to lawfully receive, access and use it under this Agreement. The Customer will maintain all such Licences and rights throughout the Term.
- b. the Customer Content will not contain anything that is, or is reasonably likely to be considered, obscene or defamatory.
- c. the use of the Customer Content by H2H Esports and/or the Customer in connection with this Agreement will not:
  - i. breach any third party rights, including any Intellectual Property Rights;
  - ii. constitute contempt of court or breach any contract, duty of confidence or applicable law or regulation;
  - iii. breach OFCOM rules or any other applicable regulatory requirements
  - iv. expose H2H Esports to any civil or criminal proceedings or liability
- d. combining or incorporating the Customer Content with any other content (including the Product(s)) will not infringe any third-party rights, including Intellectual Property Rights.

6.3 The Customer indemnifies H2H Esports on demand against all liabilities, claims, losses, damages, costs and expenses (including legal costs) arising out of or in connection with the Customer Content or any breach of the warranties, representations or undertakings in this clause 6. This includes any claims made by third parties relating to the quality, content or transmission of the Customer Content.

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

7.1 From the Start Date, H2H Esports will provide the Service(s) to the Customer in accordance with this Agreement.

7.2 H2H Esports will ensure that, from the Start Date and throughout the Term, it holds and maintains all Licences required for it to provide the Service(s).

7.3 The Customer acknowledges that:

- a. it is not technically possible for H2H Esports to provide the Service(s) without faults or interruptions, and H2H Esports does not warrant that the Service(s) will be uninterrupted or error-free; and
- b. the Service(s) may rely on the internet and other telecommunications or computer networks, which may cause delays, limitations or other issues inherent in such communication systems.

## **8 Integration and Customer Systems**

8.1 The Customer acknowledges that it may need to carry out certain integration work between the H2H Esports Systems and the Customer Systems ("Integration Work") in

order to receive the Product(s) and/or Service(s). Unless otherwise agreed in writing, the Customer is responsible for completing the Integration Work at its own cost and must carry it out in accordance with any reasonable instructions issued by H2H Esports .

- 8.2 The Customer must maintain the Customer Systems at its own cost. H2H Esports is not required to provide the Product(s) and/or Service(s) until all Integration Work has been completed to H2H Esports 's reasonable satisfaction, nor during any period in which the relevant Customer Systems are not properly maintained or are not functioning in line with H2H Esports '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. this Agreement has been properly authorised and signed by its duly authorised representative; and
- c. as at the date of the Agreement it is not aware of anything that would adversely affect its ability to perform its obligations.

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 suitably skilled and experienced personnel;
- c. in compliance with all applicable laws and regulations.

9.3 The Customer warrants and undertakes that:

- a. it will not use the Product(s) and/or Service(s) for any illegal betting activity or without the required regulatory licences;
- b. before the Start Date, it will obtain all Licences required in any jurisdiction to lawfully receive, use and distribute the H2H Esports Content for betting and other authorised Purposes;
- c. it will obtain any renewals or new Licences needed to continue lawfully receiving, using and distributing the H2H Esports Content; and
- d. throughout the Term, it will comply with all Licence conditions, pay all associated fees, comply with all relevant laws and regulations, and not do anything that may cause any Licence or permission to be suspended or withdrawn.

9.4 The Customer indemnifies H2H Esports on demand against all liabilities, claims, losses, damages, costs and expenses (including legal costs) arising from:

- a. any breach by the Customer of the representations, warranties and undertakings set out in this clause 9; and
- b. any unauthorised use of the Product(s) and/or Service(s) by the Customer or

anyone it permits to use them.

- 9.5 The Customer acknowledges that:
- a. H2H Esports gives no warranty or recommendation regarding the suitability of any Product or Service for any particular purpose. The Customer is responsible for assessing suitability;
  - b. H2H Esports gives no warranty as to the accuracy of any Product(s) or the results derived from them, and the Customer uses the Product(s) at its own risk. H2H Esports is not liable for inaccuracies in any Product(s); and
  - c. the Customer may not make any statements to third parties about the suitability of any Product(s) or Service(s) without H2H Esports 's prior written consent.
- 9.6 H2H Esports shall indemnify the Customer on demand against all reasonable costs, damages, expenses, losses and liabilities arising from:
- a. H2H Esports 's acts or omissions that infringe laws or regulations enforced by OFCOM or any other competent regulator;
  - b. any claim that H2H Esports Content included in a Product infringes a third party's Intellectual Property Rights; and/or
  - c. any claim that the use or supply of the Services in accordance with the Products and Services Agreement infringes a third party's Intellectual Property Rights (including database rights).

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

- 10.1 If the Products and Services Agreement includes an SLA, H2H Esports 's obligations for the relevant Product(s) or Service(s) are limited to those set out in the SLA.
- 10.2 Nothing in this Agreement limits or excludes either party's liability for fraud, fraudulent misrepresentation, or any liability that cannot legally be limited. Nothing limits the Customer's obligation to pay the Fees or its liability for wilful default.
- 10.3 Subject to paragraph 10.2, neither party is liable to the other for:
- a. loss of profit, revenue, bargain, anticipated savings, goodwill, opportunities or business (whether direct or indirect);
  - b. loss or corruption of data; or
  - c. indirect or consequential loss of any nature.
- 10.4 Subject to paragraph 10.2, each party's liability to the other in any Year, for all claims, losses or damages, whether in tort (including negligence), breach of statutory duty, restitution, breach of contract or otherwise is limited to the greater of:
- a. £2,000,000 or
  - b. twice the Fees payable by the Customer in that Year.
- 10.5 All warranties, conditions and terms not expressly set out in this Agreement are excluded to the fullest extent permitted by law.

- 10.6 H2H Esports is not in breach of this Agreement to the extent any failure to provide the Product(s) or Service(s), or to perform its obligations, is caused by any of the following ("**Excluded Events**"):
- a. any act or omission of the Customer or its related entities, or their personnel.
  - b. any breach of this Agreement by the Customer;
  - c. the Customer failing to follow H2H Esports 's reasonable written instructions;
  - d. the Customer failing to perform its own obligations;
  - e. any failure of the Customer's systems, hardware, software, networks or equipment;
  - f. any act or omission of a Third Party Provider;
  - g. termination or expiry of H2H Esports 's agreement with a Third Party Provider (unless caused by H2H Esports );
  - h. Urgent maintenance or updates to the H2H Esports Systems required for technical or security reasons or reasonable planned maintenance of H2H Esports Systems;
  - i. a Force Majeure Event or Insolvency Event affecting a Venue, or a Third Party Provider; or
  - j. any other circumstances for which H2H Esports is not liable under paragraph 11 or the Products and Services Agreement,
- 10.7 Each limitation in this paragraph 10 applies separately and survives termination or expiry of this Agreement.
- 10.8 The Customer acknowledges that the allocation of risk and liability in this Agreement is reasonable, taking into account the nature and price of the Product(s) and Service(s) and the ability of each party to obtain insurance or other protections.

## **11 Force Majeure**

- 11.1 Neither party is liable for any delay or failure to perform its obligations (other than payment) caused by circumstances beyond its reasonable control ("**Force Majeure Event**"). These include, without limitation:
- a. natural events (e.g., flood, fire, severe weather, sun outage);
  - b. war, terrorism, civil unrest, or sabotage.
  - c. government actions or restrictions.
  - d. strikes or industrial disputes.
  - e. shortages or delays in materials, labour, fuel or transport.
  - f. satellite or transmission failures, power outages or equipment breakdown.
  - g. failures, downtime or limitations of H2H Esports Systems of their security measures caused by events outside H2H Esports 's reasonable control.
- 11.2 A party affected by a Force Majeure Event must notify the other as soon as reasonably practicable, giving details of the event, when it began, its likely duration and its impact on performance.

- 11.3 If a Force Majeure Event materially affects performance for more than 90 consecutive days, either party may terminate this Agreement on 14 days' written notice. Termination does not affect rights accrued before termination.

## **12 Confidentiality**

- 12.1 Each party must keep the other party's Confidential Information confidential and must not disclose it without the other party's written consent, except where the information:
- a. is publicly available (other than through breach of this Agreement);
  - b. was lawfully in the recipient's possession before disclosure;
  - c. must be disclosed by law, regulation, court order or stock exchange rule (subject to paragraph 12.2); or
  - d. is received lawfully from a third party without a duty of confidence.
- 12.2 Where disclosure is required under paragraph 12.1(c), it may only be made:
- a. to the extent legally required;
  - b. to the proper recipient; and
  - c. after giving prior notice to the other party (unless prohibited by law) and considering any reasonable comments before disclosure. and
- 12.3 A party may disclose Confidential Information to its personnel, agents, subcontractors, or advisers where necessary to perform this Agreement, provided it:
- a. informs them of the confidentiality obligations;
  - b. ensures they comply; and
  - c. remains liable for any breach by them.
- 12.4 The Customer further undertakes that it will not:
- a. make any inventions, developments or works using or based on the Confidential Information of H2H Esports and, if any such inventions, developments or works are made, the Customer shall, at the request and cost of H2H Esports , 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 H2H Esports or its nominee;
  - b. attempt to analyse, reverse-engineer or replicate H2H Esports 's Confidential Information
  - c. the Customer shall not use any of H2H Esports 's Confidential Information other than for the purposes of the Agreement. The Customer shall not use the Confidential Information of H2H Esports directly or indirectly to procure a commercial benefit to the Customer or a commercial disadvantage to H2H Esports. 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 H2H Esports and that enables a third party to directly or indirectly procure a commercial benefit from the Confidential Information of H2H Esports .

- 12.5 When H2H Esports stops supplying any Product(s) or Service(s), the Customer must stop using them and, on request, return or allow H2H Esports to remove all H2H Esports Confidential Information. The Customer must provide a director-signed certificate confirming compliance if requested.
- 12.6 When H2H Esports stops supplying any Product(s) or Service(s), the Customer must stop using them and, on request, return or allow H2H Esports to remove all H2H Esports Confidential Information. The Customer must provide a director-signed certificate confirming compliance if requested.
- 12.7 Where H2H Esports provides access via user IDs or passwords ("Secure Access"), the Customer is responsible for their security and proper use. H2H Esports may:
- a. Suspend Secure Access if it reasonably believes there is, or may be, a security issue; and
  - b. require the Customer to change any IDs or passwords.
- 12.8 User IDs and passwords are confidential. The Customer must not disclose them (and must ensure its personnel do not disclose them) except to those who need to know them for the purposes of this Agreement.
- 12.9 Each party acknowledges that a breach of this clause may cause irreparable harm and that monetary damages may be inadequate. The non-breaching party may seek injunctive or other equitable relief in addition to any other remedies.
- 12.10 The obligations in this clause continue after termination or expiry of this Agreement.

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

- 13.1 Each party must keep and maintain all records relevant to its performance of this Agreement and the payment of Fees during the Term and for the longer of the period required by law, or two years after termination or expiry. The Customer's records must include (where relevant) the number of LBO Sites.
- 13.2 H2H Esports (or any Regulator or Rights Holder) may appoint an independent, suitably qualified auditor ("Auditor"), who must first sign a confidentiality agreement. The Customer must allow the Auditor reasonable access to its records and to verify compliance with this Agreement.
- 13.3 H2H Esports may also audit the Customer's records — and those of any Permitted Third Party — to verify the calculation of Fees and identify any underpayments or overpayments.
- 13.4 H2H Esports will give at least 24 hours' notice of an audit unless a Regulator, government body or Rights Holder requires shorter notice, or H2H Esports reasonably believes the Customer is in breach.

The Customer must cooperate fully, provide reasonable assistance, and allow H2H Esports and the Auditor to take copies of relevant records at no charge. The Customer must implement any written remedial measures requested by the Auditor. The Customer may attend the audit provided it does not interfere with it.

- 13.5 If an audit reveals:
- a. an underpayment, the Customer must pay the shortfall plus statutory interest on demand; or
  - b. an overpayment caused by H2H Esports, H2H Esports must refund the amount plus statutory interest on demand.
- 13.6 Each party bears its own audit costs unless the audit identifies a breach by the other party, in which case the breaching party must pay all reasonable and properly incurred audit costs.

#### **14 Severability and Competition Law**

- 14.1 If any provision of the Agreement is found to be invalid or unenforceable the rest of the Agreement remain in full force.
- 14.2 If a provision is invalid, the parties will meet to agree a legally permissible replacement that is as close as possible to the original intent. If the invalid provision materially affects either party's rights or obligations and no replacement is agreed within 90 days of a meeting request, the adversely affected party may terminate the Agreement on 30 days' notice.
- 14.3 If a Regulator raises concerns that this Agreement may infringe competition law, the parties will cooperate with each other and with the Regulator, each bearing its own costs. They may make joint submissions unless the Regulator requires separate responses. Nothing prevents either party from making its own filings or reaching its own arrangements with a Regulator.

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

- 15.1 If a Regulator raises concerns that this Agreement may infringe competition law, the parties will cooperate with each other and with the Regulator, each bearing its own costs. They may make joint submissions unless the Regulator requires separate responses. Nothing prevents either party from making its own filings or reaching its own arrangements with a Regulator.
- 15.2 Once agreed, the parties will amend this Agreement or enter into a new agreement to reflect the required changes.
- 15.3 If the parties cannot agree the necessary modifications, either party may refer the issue as a Dispute under paragraph 22. Until resolved, the Agreement continues unchanged.

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

- 
- 16.1 The parties share an interest in preventing event-fixing and betting-related corruption and will provide reasonable assistance to each other in investigating or preventing suspected incidents.
- 16.2 Each party agrees to:
- a. comply with all applicable anti-bribery and anti-corruption laws;
  - b. avoid any conduct that would breach the Bribery Act 2010;
  - c. maintain and enforce appropriate compliance policies;
  - d. promptly report any improper financial or other advantage offered, made, received or requested in connection with this Agreement, or any investigation of associated persons; and
  - e. ensure all persons under its control comply with this clause..

## **17 Entire Agreement and Amendments**

- 17.1 This Agreement is the entire agreement between the parties and replaces all previous agreements on the same subject. Each party confirms it has not relied on any statement not expressly included in this Agreement and waives any right to claim for misrepresentation (except fraudulent misrepresentation).
- 17.2 The Customer acknowledges that H2H Esports may make minor or administrative changes without notice and may amend the Agreement to reflect requirements of licensors or suppliers, changes to H2H Esports 's business methods, or changes in law, subject to paragraph 17.4.
- 17.3 Updates to these General Terms and Conditions will be made by updating the version published on H2H Esports 's website.
- 17.4 Notwithstanding paragraph 17.2, H2H Esports agrees that:
- a. No change to Fees or the duration of the Agreement is valid unless made by Addendum.
  - b. If H2H Esports considers a permitted amendment to be material, it will give the Customer prior written notice specifying the effective date.
- 17.5 The Customer acknowledges that H2H Esports 's provision of Product(s) and Service(s) is subject to its arrangements with licensors and Rights Holders. The Customer must comply with any additional terms notified by H2H Esports. H2H Esports may suspend or discontinue Product(s) or Service(s) if the Customer fails to comply.

## **18 Notices**

- 18.1 Notices must be in writing and sent to the contacts specified in the Products and Services Agreement (or any updated contact details notified in writing).
- 18.2 Notices are deemed received:
- a. If delivered by hand, at the time of delivery;
  - b. if sent by first class post, to the addresses detailed in the Products and Services Agreement (or such other address notified by one party to the other) on the

- c. second Business Day after posting; and  
if delivered by email, to the email addresses detailed in the Products and Services Agreement (or such other email address notified by one party to the other) once transmitted without a delivery failure notification.

18.3 If deemed receipt occurs outside 9:00am–5:00pm on a Business Day, it is treated as received at 9:00am on the next Business Day.

## **19 Data Protection**

19.1 The Customer consents to H2H Esports providing the Customer's name, address (including address to which the Products are delivered if applicable) and (where relevant) LBO Site addresses to its licensors, Rights Holders, relevant trade associations, courts, regulators or other competent bodies where required under H2H Esports 's agreements or by law. To the extent this information is personal data, the Customer consents to such disclosures.

## **20 Variation**

20.1 Except as expressly permitted in this Agreement (including paragraph 17), no variation is effective unless made by Addendum. "Variation" includes any supplement, deletion, or replacement.

## **21 General**

21.1 Unless stated otherwise, the remedies in this Agreement are in addition to any other remedies available at law.

21.2 No third party may enforce this Agreement under the Contracts (Rights of Third Parties) Act 1999 unless expressly stated in the Products and Services Agreement.

21.3 The parties are independent contractors. Neither party is the agent, partner, or representative of the other, nor may either bind the other unless expressly permitted.

21.4 A waiver of any right or remedy is not a continuing waiver and does not waive any other right or remedy.

21.5 Each party bears its own legal and professional costs relating to entry into this Agreement.

21.6 Each party bears its own legal and professional costs relating to entry into this Agreement.

21.7 This Agreement may be executed in counterparts, each of which is an original. Together they form one agreement.

21.8 Except as permitted in paragraph 21.9, and except that H2H Esports may assign or transfer this Agreement (in whole or in part) to any H2H Esports Group Company without the Customer's consent, neither party may assign, sub-license, transfer or subcontract any rights or obligations under this Agreement without the other party's prior written consent (not to be unreasonably withheld or delayed). Any unauthorised transfer is ineffective.

- 21.9 H2H Esports may subcontract elements of the Product(s) or Service(s) but remains responsible for the acts and omissions of its subcontractors.
- 21.10 Any right to enter the other party's premises is subject to compliance with that party's current policies (including health and safety), provided copies have been supplied in advance.
- 21.11 Unless stated otherwise, access to premises must be on reasonable notice during normal working hours.
- 21.12 Where one party indemnifies the other:
- a. the indemnified party must promptly notify the indemnifying party of any claim;
  - b. the indemnifying party may participate in or assume control of the defence at its own cost;
  - c. the indemnified party must not settle or admit liability without the indemnifying party's consent (not to be unreasonably withheld or delayed);
  - d. the indemnified party must provide reasonable assistance at the indemnifying party's cost (and is not required to incur material costs unless funded); and
  - e. the indemnified party shall use its reasonable endeavours to mitigate its loss.

## **22 Dispute Resolution Procedure**

- 22.1 A party raising a dispute must notify the other in writing with reasonable detail ("**Dispute Notice**").
- 22.2 The parties will attempt in good faith to resolve the Dispute.
- 22.3 If the Dispute is not resolved within 20 Business Days of the Dispute Notice, either party may commence court proceedings.
- 22.4 Nothing prevents either party from seeking urgent relief (such as an injunction or specific performance) or judgment for an undisputed liquidated sum.

## **23 Governing Law and Jurisdiction**

- 23.1 The Agreement is governed by English law.
- 23.2 The courts of England and Wales have exclusive jurisdiction over any Dispute, including non-contractual claims.

**Annex 1**

**End User Certificate**

**SIS MEDIA 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 H2H Esports under the Contracts (Rights of Third Parties) Act 1999.
3. The following words and expressions will have the following meanings:

Computer Network Service	Any service providing information to the public via online or digital media, including internet-based, interactive or mobile delivery.
Confidential Information	All non-public information relating to H2H Esports, including any information relating to the Product(s).
Fixture	Any sporting match, meeting, contest or event included in the Product(s).
Group Company	In relation to a party, its ultimate holding company or any subsidiary of that holding company, or any subsidiary of such subsidiary ("holding company" and "subsidiary" having the meanings given in section 1159 of the Companies Act 2006).
Intellectual Property Rights	All rights in inventions, content, software, data, brands, designs, confidential information and know-how, whether registered or unregistered, anywhere in the world, including applications, renewals and the right to claim for past infringements.
Licences	All licences, permits, approvals and permissions required under applicable laws or from any relevant authority or person.
Private Customers	A private individual (not acting in the course of business) who receives betting services generated from the Product(s) via a Computer Network Service.

Product(s)	Any product owned by H2H Esports or licensed to H2H Esports by a Rights Holder, supplied to the End Customer by the Provider (including any data products and/or audio-visual products).
Provider	The reseller and/or provider contracted with H2H Esports in relation to the Product(s).
Purposes	The authorised purposes relating to the Product(s) as specified in the Agreement, limited to the purposes for which the Provider is authorised to sub-license the Product(s) to the End Customer.
Regulator	Any regulatory or governmental authority
Relevant Regulations	Any applicable law, regulation, order, guidance or requirement of a Regulator relating to the Product(s).
Rights Holder(s)	Third parties who own rights in the Product(s) or license content to H2H Esports, including rights to collect or supply data or audio-visual content.
H2H Esports	Sports Information Services Limited (company number 04243307), including its Group Companies.
Venue	Any location where a Fixture is held, including racecourses, tracks, stadiums or similar venues.
4.	In consideration of, and subject to, the End Customer's compliance with the terms of this EUC, Provider grants to the End Customer a non-exclusive licence to use the Product(s) for the Purposes, solely for the End Customer's internal use in connection with its own business.
5.	Except as expressly agreed otherwise by H2H Esports, the End Customer may combine the Product(s) with the End Customer's own information, or information licensed to the End Customer by a third party, for the purpose of providing a comprehensive service to the End Customer's customers. For the avoidance of doubt, the End Customer must not modify, alter or manipulate the Product(s), or any content comprised within the Product(s), without H2H Esports's prior written consent. This includes any modification, alteration or manipulation which: <ul style="list-style-type: none"> <li>a. alters, replaces, adds to or restricts on-screen coverage of any commercial message displayed at a Venue (including by means of "virtual advertising");</li> <li>b. creates an inaccurate impression of the outcome of any race or Fixture;</li> </ul>

- c. relates to any names, logos or trademarks in the Product(s), including those 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 a sponsor of that Venue, race or Fixture); or
  - e. creates any virtual representation of any race or Fixture comprised within the Product(s), unless H2H Esports has given its prior written consent (which may be withheld at H2H Esports 's sole discretion).
6. The licence granted under this EUC does not permit the End Customer to use, distribute or communicate the Product(s), or to authorise any third party to do so, for any purpose other than the Purposes. The End Customer must not, and must not authorise or permit any third party to:
  - a. make copies of the Product(s) in any medium, except as required for the Purposes or as expressly permitted by H2H Esports; or
  - b. transcribe, relay or transmit the Product(s) (whether physically or electronically) to any other person except as permitted under the Purposes.
7. The End Customer must not use the Product(s) for prize competitions, fantasy sports games, prediction competitions, lotteries, console, computer, social-network or mobile games, or by any media organisation (digital or print) offering tipping or prediction tools, or for any product or service that would not reasonably be regarded as a standard betting product or service for the type of content included in the Product(s).
8. Except as expressly permitted by H2H Esports , the End Customer must not record, store, edit, manipulate, reproduce, communicate or transmit the Product(s), or authorise any other person to do so, without H2H Esports 's prior written consent (which may be withheld in H2H Esports 's absolute discretion). Without limitation, the End Customer must 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, distribute or agree to supply, license, relay or distribute the Product(s) (or any data comprised within the Product(s)) to any other person, including:
  - a. any other bookmaker;
  - b. any operator of television services (digital, analogue or otherwise, including cable, satellite, terrestrial or any future technology);
  - c. any operator of a Computer Network Service;
  - d. any provider or operator of news or information services or systems; or
  - e. any third party contractor providing services to the End Customer (whether relating to betting operations or otherwise),unless H2H Esports has given its prior written consent, which may be withheld in H2H Esports 's absolute discretion.
10. The End Customer acknowledges and agrees that:
  - a. the Product(s) are used entirely at the End Customer's own risk;

- b. the End Customer must not alter or remove any copyright notices included in the Product(s);
  - c. H2H Esports gives no warranty that the Product(s), or any data or results derived from them, will be accurate, complete or error-free;
  - d. H2H Esports gives no warranty or recommendation regarding the suitability of the Product(s) for any specific purpose. The End Customer is solely responsible for determining suitability;
  - e. the End Customer must not make any statement to any third party regarding the suitability of the Product(s) without H2H Esports 's prior written consent;
  - f. if the End Customer uses the Product(s) for any purpose other than the Purposes, H2H Esports may 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), it must ensure they are transmitted in a securely encrypted form in accordance with good industry practice; and
  - h. where H2H Esports licenses the Product(s) in connection with a Fixture, H2H Esports is the exclusive supplier of audio-visual and data coverage of that Fixture during the term of the End Customer's licence, and the End Customer must not distribute or make available any audio-visual coverage or data from the Fixture other than that comprised within the Product(s).
11. H2H Esports excludes all liability to the End Customer arising directly or indirectly from any third party exploiting any rights in a manner that infringes or contravenes the rights granted by H2H Esports to the Provider or the End Customer.
12. All rights in the Product(s) (including all Intellectual Property Rights), any content comprised within the Product(s), and all Confidential Information relating to the Product(s), shall belong to H2H Esports and/or its licensors. The End Customer shall not acquire any right, title or interest in the Product(s) or any Intellectual Property Rights except as expressly set out in this EUC.
13. The End Customer acknowledges that H2H Esports may need to add to, remove or vary the content, features or specification of the Product(s) due to actions or inactions of a Rights Holder, including any restrictions imposed on the collection or use of data.
14. The End Customer shall:
  - a. ensure that any text-based service it provides which includes the Product(s) (including any own-brand text service or website) displays the following copyright notice, or any updated notice H2H Esports provides during the Term:

*"© Sports Information Services Limited [year]"*
  - b. use all reasonable endeavours to ensure that its 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, through appropriate technical measures, that the Product(s) cannot be saved, copied or re-used after download by Private Customers without further agreement; and

- d. use all reasonable information to implement and maintain appropriate information security measures to prevent the theft, unauthorised or unlawful reception, exhibition, copying or use of the Product(s).
  
15. The End Customer must not do, omit to do, or permit any third party to do anything in relation to the Product(s) that may infringe or undermine H2H Esports 's (or its licensors') Intellectual Property Rights, during or after the term of the End Customer's licence of the Product(s).
  
16. The End Customer shall notify the Provider in writing as soon as reasonably possible of any actual, threatened, or suspected unauthorised use of the Product(s) or infringement of the Intellectual Property Rights in the Product(s) (including the collection, use or supply of Unofficial Data). The End Customer shall provide all information in its possession relating to such matters and shall give H2H Esports all reasonable assistance (at H2H Esports 's reasonable cost) in any action H2H Esports considers necessary to protect its rights.
  
17. The End Customer represents, warrants and undertakes that:
  - a. it will not use the Product(s) in connection with any betting transactions that are illegal or for which it does not hold the required regulatory licences;
  - b. it will not infringe any third-party rights, including Intellectual Property Rights, in connection with its activities under this EUC;
  - c. before the start of its licence to the Product(s), it will obtain all Licences required in any relevant jurisdiction to lawfully receive, use and distribute the Product(s) for betting and other Purposes;
  - d. it will obtain any renewals or new Licences required to continue lawfully receiving, using and distributing the Product(s);
  - e. it will comply with all Licences (and pay all associated fees) and all Relevant Regulations; and
  - f. it will not wilfully or negligently do anything that may cause any Licence or permission 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 any service or material incorporating the Product(s), will not:
  - a. infringe any third-party rights, including Intellectual Property Rights;
  - b. breach any third-party rights, including rights of confidence or contractual obligations;
  - c. constitute contempt of court or breach any applicable law, statute or regulation;
  - d. breach the rules of OFCOM or any other Regulator;
  - e. expose H2H Esports to any civil or criminal liability; or
  - f. contain any material that is, or is reasonably likely to be considered, obscene or defamatory.
  
19. The End Customer indemnifies the Provider and H2H Esports on demand against all liabilities, claims, demands, actions, losses, damages, costs and expenses (including legal costs) arising out of or in connection with:

- a. any use of the Product(s) by the End Customer or its customers, users or contractors that is not authorised under this EUC;
  - b. any breach by the End Customer of this EUC, including its representations, warranties and undertakings; and
  - c. any claim by a third party that any modification of the Product(s) made by or for the End Customer infringes that third party's Intellectual Property Rights.
  
20. The End Customer undertakes that:
  - a. it will not make any inventions, developments or works using or based on H2H Esports 's Confidential Information. If any such inventions or developments arise, the End Customer shall, at H2H Esports 's request and cost, do all acts necessary to vest all related Intellectual Property Rights in H2H Esports or its nominee;
  - b. it will not attempt to replicate or analyse the detailed elements of H2H Esports 's Confidential Information; and
  - c. it will not, and shall procure that its personnel and contractors do not, use H2H Esports 's Confidential Information other than for the Purposes. Without limitation, the End Customer must not use H2H Esports 's Confidential Information to obtain a commercial benefit for itself or a commercial disadvantage for H2H Esports , including inventing (or assisting any third party to invent) any product or service that is based on or incorporates H2H Esports 's Confidential Information.
  
21. H2H Esports (or its third-party providers) may, at its option, conduct and control all proceedings relating to the enforcement of any rights (including any subsisting Intellectual Property Rights) in the Product(s). The End Customer shall provide all reasonable cooperation, including taking reasonable action (at H2H Esports 's reasonable cost) as requested by H2H Esports or its third-party providers.
  
22. H2H Esports and/or its authorised representatives may, during normal business hours and on reasonable notice, access the End Customer's premises, systems, records, directors, employees, agents and contractors as reasonably required to verify the End Customer's compliance with this EUC.
  
23. The End Customer acknowledges that its contractual agreement for the Product(s) is with the Provider, and that H2H Esports has no contractual liability to the End Customer in respect of the Product(s).
  
24. The End Customer indemnifies H2H Esports on demand from and against all liabilities, claims, demands, actions, losses, damages, costs and expenses (including legal costs) arising out of or in connection with any claims made against H2H Esports or any H2H Esports Group Company by the End Customer in respect of the Product(s).