

Certification Mark License Agreement

WHEREAS, GLI owns the Gaming Laboratories International® certification mark (“Certification Mark”);

WHEREAS, GLI licenses the Certification Mark to its clients to identify products that GLI has certified as conforming with a GLI standard or government regulation;

WHEREAS, the Licensee wishes to obtain a license to use the Certification Mark and GLI is willing to grant the license subject to the terms and conditions herein.

THEREFORE, GLI and the Licensee agree as follows:

1. **Definitions.** For the purpose of this Agreement the following definitions apply:

1.1 “Application” means the online application that Licensee submitted at www.gaminglabs.com requesting the license granted by this Agreement.

1.2 “Certificate” means the report issued by GLI as a result of the Certification process.

1.3 “Certification” consists of the technical process in which Licensee submits its product for certification testing at GLI’s designated laboratory, the testing process by which GLI confirms that the product meetings the certification requirements, and the administrative process that GLI issues the certification.

1.4 “Certified Product” means a product that has successfully completed the Certification process.

1.5 Corrective Action Request (CAR)

A formal notification from GLI to a Certified Mark User requesting the correction of misuse of the “Gaming Labs Certified Mark.” A CAR may result from surveillance or an investigation regarding use of the mark.

2. Certification Mark License

2.1 Certified Product License. GLI hereby grants the Licensee a limited, non-exclusive, worldwide, revocable, non-transferable, royalty-free license to use the Certification Mark on or in connection with its Certified Products.

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- 2.2 Sublicense.** GLI hereby grants the Licensee a limited, non-exclusive, worldwide, revocable, non-transferable license to sublicense the Certification Mark to third parties which Licensee has contracted to advertise, promote or market the Certified Product. Licensee shall require all such third parties to agree in writing to all terms and conditions necessary and appropriate to protect GLI's right, title and interest to the Certification Mark, which shall include, but not be limited to, all applicable terms and conditions of this Agreement, and which shall also provide that GLI shall be third party beneficiary of each such agreement and provide a copy of said agreement to GLI.
- 2.3** GLI retains all right, title and interest in the Certification Mark. Additionally, GLI has absolute control and discretion regarding the Certification mark and the process for certifying products.
- 3. Effective Date and Term.** This agreement commences and effective upon the execution of the Agreement by both parties. The term of this Agreement is for one (1) year.
- 4. License Terms and Conditions.** The following terms and conditions shall govern the use of the license of the Certification Mark granted in Section 2:
- 4.1** The Licensee must comply with the GLI Product Certification Scheme. The Licensee is responsible to keep informed regarding the Scheme requirements and any future changes to the Scheme. If Licensee does not agree with any changes to the Scheme, Licensee's sole remedy is to terminate this Agreement. The Scheme can be reviewed at www.gaminglabs.com/certification.
- 4.2** The Certification Mark may only be used to represent the conformity of the Certified Product as stated in the Certificate. The Certification Mark cannot be used to represent the endorsement of the product by GLI.
- 4.3** GLI must approve the use of the Certification Mark on all advertising, marketing or promotional materials, including the Internet. The Certification Mark may not be used on business cards, buildings, organizational flags or vehicles. Press releases referencing the Certification Mark must be reviewed and approved by GLI before release to the public.
- 4.4** The Licensee shall not make, infer or permit any misleading statement regarding Certification.
- 4.5** The Licensee shall not use the Certification Mark: (a) in a manner that is likely to reduce, diminish or damage the goodwill, value or reputation associated with the Certification Mark; (b) that infringes on the rights of third parties; (c) in a manner that would result in a third party claim or result in a governmental investigation, claim or proceeding alleging unlawful or improper use.
- 4.6** The Licensee may not modify, enhance, change or use a partial version of the Certification mark.

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5. Licensee and Product Changes and Modifications

5.1 The Licensee has an ongoing duty and obligation to provide GLI any changes to its information in the Application, including but not limited to the Licensee's contact information, licensing information and GLI Certified Mark usage information.

5.2 The Licensee must notify GLI in writing regarding any change to the name of the Certified Product. The Certified Product name cannot cause confusion regarding the Certification status of any feature of the Certified Product.

5.3 The Licensee must notify GLI regarding any change to the Certified Product which may require the Licensee to resubmit the Certified Product for testing at Licensee's sole cost and expense if GLI determines in its sole discretion that retesting is warranted.

6. Inspection and Surveillance

6.1 GLI will periodically verify Licensee's conformance to the requirements of this Agreement.

6.2 At the end of a Term, GLI, at its sole discretion, may require surveillance or update testing of the Certified Product to assure ongoing validity with the Certification process. The Licensee is responsible for actual costs and expenses associated with update testing or surveillance activities. GLI will provide the Licensee with an estimate and obtain written approval before conducting any update testing or surveillance activities. In the event the Licensee fails to approve these costs the matter will be submitted to the GLI Product Certification Decisions Committee (PCDC) for review. The PCDC makes all final determinations regarding the certification status and use of the Certification Mark.

7. Noncompliance

7.1 Licensee shall immediately and at its sole cost and expense correct any usage of the Certification Mark that GLI determines fails to comply with this Agreement and the Scheme.

7.2 Any noncompliance requiring correction will be reported by GLI to the Licensee through a Corrective Action Request (CAR).

7.3 Failure to comply with the CAR may result in the withdrawal of the Certificate, revocation of authorization to use the Certification Mark, posting a notice of withdrawal on the GLI website or other necessary administrative or legal action.

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8. Suspension or Withdrawal of Approval

Use of the Certification Mark is contingent upon the Certificate remaining in good standing. In the event GLI suspends or withdraws the Certificate the Licensee must immediately cease use of the Certification Mark until further written notice by GLI.

9. License Fees and Royalties. The license granted hereunder is fully paid and without royalty.

10. Limitation of Liability. IN NO EVENT SHALL GLI BE LIABLE FOR LOST PROFITS OR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT REGARDLESS OF THE LEGAL THEORY UPON WHICH SUCH CLAIM IS BASED AND EVENT IF GLI HAS BEEN ADVISED OF THE POSSIBILITY THEREOF.

11. Indemnification. Licensee agrees to defend, indemnify, and hold harmless GLI and its licensors, subsidiaries, affiliates, successors or assigns and their respective directors, officers, agents, members, owners, shareholders and employees arising from or relating to any breach of this Agreement by Licensee or claimed, obtained or sustained by any third party, whether for personal injury, misrepresentation, or otherwise arising out of or relating to the manufacture, advertising, promotion, use, marketing or sale of the Certified Products.

12. Termination.

12.1 Termination by Licensee. Licensee may terminate this Agreement at any time by providing notice to GLI and discontinuing all use of the Certification Mark.

12.2 Termination by GLI. GLI may terminate this Agreement upon thirty (30) day notice if Licensee breaches any provision of this Agreement and fails to cure such breach within such thirty (30) day period.

12.3 Consequences of Termination. Upon termination of this Agreement, the licenses and all sublicenses granted hereunder shall immediately terminate. Licensee will immediately discontinue use of the Certification Mark and shall immediately cause each sublicensee to discontinue its use.

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- 13. Compliance with Laws.** Licensee will at all times comply with all laws, regulations, ordinances, rules and orders that are applicable to it in connection with its manufacture and sale of the Certified Product and the operation of its business generally.
- 14. Miscellaneous.**
- 14.1 Severability; Headings.** If any provision herein is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section.
- 14.2 Independent Contractors.** The parties are independent contractors, and no agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended or created by this Agreement. Neither party shall make any warranties or representations on behalf of the other party.
- 14.3 Notice.** GLI may give notice to Licensee by personal delivery, mail, courier, or facsimile to Licensee's physical address or by email to the email address identified in the Application. Licensee may give notice to GLI by personal delivery, mail, courier to 600 Airport Road, Lakewood, NJ 08701, USA or by email to certmark@gaminglabs.com. Notice shall be deemed given: upon personal delivery; upon the courier's confirmed delivery if sent by courier; and if sent by mail with proper postage prepaid, five (5) days after the date of mailing. Notices by email shall be deemed given by the end of the business day on which they are sent.
- 14.4 Entire Agreement; Waiver.** This Agreement sets forth the entire understanding and agreement of the parties and supersedes any and all oral or written agreements or understandings between the parties as to the subject matter of this Agreement. The waiver of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach.
- 14.5 Assignment.** Licensee may not transfer its rights or obligations under this Agreement in whole or in part to any third party without the prior written consent of GLI and any attempt to do so is void.
- 14.6 Counterparts.** This Agreement may be Executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.