

## TERMS OF SERVICE

### Photospire Limited T/A Spirable

#### 1. DEFINITIONS

1.1 In these Terms of Service (“**Tos**”) the following words have the following meanings:

“**Ad Serving Service**” means the ad-serving service as more fully described in Schedule 1 of these ToS.

“**Agreement**” comprises the (a) the Order Form, (b) these ToS, together with the schedules, and (c) any statement of work (“**SoW**”).

“**Associate**” means in respect of any Person to whom the term Associate refers a company, corporation or partnership or other business entity (“**entity**”) which is directly or indirectly controlled by or under substantially common control with or controls (as the case may be) the person so referred to and for this purpose “**control**” means the power of an entity to secure (whether by the holding of shares, possession of voting rights or by virtue of any powers conferred by articles of association, constitution, partnership, agreement or other document regulating the entity in question) that the entity’s affairs are conducted in accordance with its wishes.

“**Campaign**” means a coordinated series of linked advertisements with a single idea or theme.

“**Customer Content**” means logos, trade marks, object and/or source code, images, graphics, text, data, videos, links, audio, comments or other creative elements supplied by Customer to Spirable (by data feed, via the Platform, or otherwise) and/or uploaded, stored or otherwise made available on the Platform.

“**Data Protection Laws**” means any international, national, state, and/or local law, statute, declaration, decree, directive, legislative enactment, order, ordinance, guideline, code, regulation, rule or other binding restriction as updated and amended from time to time which relates to the privacy and data protection of individuals with regards to the processing of personal data to which a Party is subject, including the UK Data Protection Act 2018 and the Privacy and Electronic Communications (EC Directive) Regulations 2003 and the GDPR, and any other laws or regulations that are similar, equivalent to, successors to, or that are intended to implement the laws or regulations that are identified herein.

“**Distribution Channels**” means the social media platforms specified in the Order Form and/or as otherwise agreed between the parties during the Term.

“**Due Diligence**” means customary know-your-customer information, which includes but is not limited to, a pre-contract questionnaire, ultimate beneficial ownership details, and licensing

information.

“**Effective Date**” is the date set out in the Order Form.

“**Fees**” any and/or all of the charges stated in an executed Order Form and/or SoW and payable by Customer to Spirable. Usage based Fees may be set out in a rate card attached to the Order Form.

“**Forbidden Jurisdiction**” means a jurisdiction in which it is illegal or otherwise unlawful for Customer to provide Gambling Services (whether to residents, citizens or otherwise).

“**Gambling Service(s)**” means the provision of a sports or event wagering service or game of skill and chance combined (including casino banker’s games), peer to peer game or random number generator game service (including but not limited to via remote communications such as online or via telephone).

“**Initial Term**” means the period of time stated in the Order Form, starting on the Effective Date.

“**IPRs**” patents, utility models, rights to inventions, copyright and related rights, trade marks and service marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer apps, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, including all applications for (and rights to apply for and be granted), renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world.

“**Integrated Data**” means data provided by Spirable and/or its Associates and integrated into Platform Ads.

“**Markets**” means the geographical locations specified in the Order Form and/or as otherwise agreed between the parties during the Term.

“**Materials**” means Spirable documentation and materials relating to the Platform provided to Customer.

“**Order Form**” means an order form specifying relevant details of the Spirable Products which Spirable will provide to Customer.

“**Person**” means any natural person, corporation, limited liability company, general partnership, limited partnership, proprietorship, other business organisation, trust, union, association, and/or government authority (including public international organisations).

“**Platform**” means Spirable’s software-as-a-service platform (including any Updates)

used to create dynamic, data-driven, advertising templates.

“**Platform Ads**” means advertising communicated to end users via the Platform.

“**Professional Services**” the professional services (which shall include managed services) described in an executed Order Form and/or a SoW.

“**Programmatic Marketing Service**” means the programmatic marketing service as more fully described in Schedule 1 of these ToS.

“**Renewal Term**” has the meaning give to it at paragraph 12.1.

“**Sanctioned Person**” means at any time any Person: (a) listed on any Sanctions-related list of designated or blocked Persons; (b) resident in or organised under the laws of a country or territory that is the subject of comprehensive restrictive Sanctions from time to time (which includes, as of the date of this Agreement, Cuba, Iran, North Korea, Syria, and the Crimea, Donetsk and Luhansk regions); or (c) majority-owned or controlled by any of the foregoing.

“**Sanctions**” means those trade, economic and financial sanctions laws, regulations, embargoes, and restrictive measures (in each case having the force of law) administered, enacted or enforced from time to time by (a) the United States (including without limitation the Department of Treasury, Office of Foreign Assets Control), (b) the European Union and enforced by its member states, (c) the United Nations, (d) Her Majesty’s Treasury, or (e) other similar governmental authority have jurisdiction over any party to this Agreement from time to time.

“**Spirable**” means Photospire Limited (company number 10004081), trading as Spirable, whose registered office address is 10 Bloomsbury Way, London, England, WC1A 2SL.

“**Spirable Products**” the Platform, Integrated Data, Training Services, Professional Services, the Materials and/or Support.

“**Spirable Technology**” means the technology used by Spirable (or its Associates) to provide the Spirable Products.

“**Support**” the technical support described in the technical support policy in Schedule 4.

“**Term**” means the Initial Term and any Renewal Term.

“**Training Services**” the training services offerings in an executed Order Form, and/or SoW.

“**Updates**” bug fixes, patches, improvements, enhancements, modifications, changes, workarounds, and/or upgrades to new versions that

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- Spirable generally makes available at no additional charge to its customers who are current on payment of all Fees.
- “Use Case”** is a creative format for digital advertisements designed to deliver relevant and engaging content.
- “User”** an employee or independent contractor of Customer who is allowed to access and/or use the Spirable Products subject to and in accordance with this Agreement, but it excludes a competitor of Spirable.
- “Working Day”** Monday to Friday except English public holidays (including English bank holidays).
- 1.2 Unless the context otherwise requires: (i) words importing a gender include every gender and references to the singular include the plural and vice versa, and (ii) any words following the terms **including**, include, in particular, for example, such as, e.g. or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.3 This Agreement shall be binding on, and enure to the benefit of, the parties and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.4 A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this Agreement.
- 1.5 A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this Agreement under that statute or statutory provision.
- 1.6 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 2. CUSTOMER RESPONSIBILITIES**
- 2.1 Customer accepts full and entire responsibility for its selection of the ordered Spirable Products.
- 2.2 Provided that Customer is current on payment of all Fees and is in compliance with the terms of this Agreement and applicable laws, Spirable will provide the ordered Spirable Products.
- 2.3 Customer agrees to promptly undertake and fulfil Customer actions (or any other requirements) set out in an executed Order Form, SoW, and/or as specified by Spirable in writing from time to time.
- 2.4 Customer shall not (or attempt to) access and/or use the Spirable Products (i) for the purpose of building a competitive product and/or service, (ii) copying its features and/or UI/UX, and/or (iii) use the Spirable Products, and/or permit them to be used, for purposes of product evaluation, benchmarking or other comparative analysis intended for publication without Spirable's prior written consent.
- 2.5 Customer must not allow and/or permit a competitor of Spirable to access and/or use the Spirable Products.
- 3. SPIRABLE PRODUCTS - PLATFORM**
- 3.1 The provisions of this clause 3 shall apply if Customer has access to the Platform. Subject to and in accordance with the terms of the Agreement, and in consideration of the Fees, Spirable grants to Customer a revocable, non-exclusive, non-transferable, non-sublicenseable right during the Term to access and/or use the Platform and Materials for its internal business purposes. Customer is only permitted to use the Platform to distribute the Platform Ads via the Distribution Channels in the Market(s). This right does not include a right for Customer to allow access and/or use of the Platform and Materials by, or for the benefit of, any Person other than a User.
- 3.2 Customer must not access and/or use the Platform in any way that (i) is (or may be) in breach of the Agreement and/or applicable laws and regulations, (ii) could, may (or does) damage, disable, overburden, impair, compromise and/or disrupt the Platform, including its security, integrity, and/or performance, and/or (iii) could, may (or does) interfere with other Platform users and/or any other users' accounts.
- 3.3 Customer must not access and/or use the Platform in any way to (i) send unsolicited communications and/or video content, junk mail, spam, or other forms of duplicative or unsolicited messages, (ii) store and/or transmit any content that infringes any person's privacy or IPRs, (iii) post, transmit, upload, link to, send and/or store any content that is unlawful, hateful, abusive, obscene, harmful, threatening, defamatory, obscene, infringing, harassing, offensive, facilitates illegal activity, depicts sexually explicit images, promotes unlawful violence, is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability or age or in a way that is otherwise illegal, causes damage or injury to any person or property, and/or infringes a Person's rights (including IPRs and/or privacy rights), and/or (iv) post, transmit, upload, link to, send and/or store any viruses, malware, Trojan horses, time bombs, or any other similar harmful software.
- 3.4 Customer shall not (nor attempt to) (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share, provide a bureau service or otherwise commercially exploit the Platform and Materials, and/or allow and/or permit the Platform and Materials to become the subject of any charge, lien and/or encumbrance.
- 3.5 Customer shall use the Platform and Materials for the purpose set out in this Agreement and for no other purpose. Changes in the purpose and/or the scope of use must be approved beforehand by Spirable. Additional fees shall be payable by Customer on any such changes at Spirable's then applicable rates.
- 3.6 Without affecting any other right or remedy available to it, if Customer breaches clause 9.2(ii), Spirable has the right to (i) remove from the Platform any such content, and/or (ii) suspend immediately Customer's access and/or use of the Platform without giving notice to Customer.
- 3.7 Spirable reserves the right within its discretion to reject or remove from the Distribution Channels (and/or any other site) any Platform Ad where the Customer Content or the site to which the Platform Ad is linked do not comply with its policies, or that in Spirable's sole reasonable judgment, do not comply with any applicable law, regulation or other judicial or administrative order. In addition, Spirable reserves the right within its discretion to reject or remove from the Distribution Channel (and/or other site) any Platform Ads where the Customer Content or the site to which the Platform Ad is linked are or may bring disparagement, ridicule, or scorn upon Spirable or any of its Associates.
- 4. SPIRABLE PRODUCTS – USE CASE**
- 4.1 The provisions of this clause 4 shall apply if Customer provides Gambling Services.
- 4.2 In consideration of the Fees, Spirable shall use reasonable endeavours to create and deliver the selected Use Case via the Distribution Channels in the Markets during the Term in accordance with the terms agreed between the parties.
- 4.3 Customer agrees to submit its instructions (i.e. Use Case, Distribution Channels, Markets etc), including any Customer Content (together the **“Instructions”**), at least 15 days before the commencement of the relevant Campaign in accordance with Spirable's criteria and specifications from time to time (including content limitations, agreed technical specifications, policies, and material due dates).
- 4.4 Spirable shall have no obligation nor liability to deliver the Use Case to Customer if: (i) Customer fails to deliver the Instructions at least 15 days prior to the start of the Campaign, or (ii) the Use Case cannot be agreed between the parties.
- 5. NOT USED**
- 6. FEES**
- 6.1 Customer shall pay to Spirable the Fees. All Fees due hereunder shall be due and payable within 30 days of the invoice date. Fees are non-refundable. All sums payable under this Agreement are exclusive of VAT or any relevant local sales taxes, for which Customer shall be responsible. Spirable

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reserves the right to charge interest on all overdue payments at a rate of 3% per annum above the base rate from time to time of Barclays Bank plc. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. Customer shall pay the interest together with the overdue amount. All amounts due under this Agreement shall be paid in cleared funds and in full without any set-off, counterclaim, deduction or withholding (other than any deduction and/or withholding of tax as required by applicable law).

#### 7. CONFIDENTIALITY AND ANNOUNCEMENTS

7.1 Each party shall ensure that it keeps all information it receives regarding the business and affairs of the other party (including but not limited to the terms of this Agreement) confidential and, subject to paragraph 7.3, shall be permitted to disclose such information only to its professional representatives or advisers or as may be required by law or any legal or regulatory authority or with the prior consent of the other party.

7.2 Customer acknowledges Spirable's right to publicise this Agreement. Customer agrees to support Spirable in publicising this Agreement for marketing and investor relations purposes through the issue of joint press releases, and any other marketing activity reasonably requested by Spirable.

7.3 Without limitation to clause 7.2, either party may, after consultation with the other party (to the extent that such consultation is practicable), make an announcement concerning this Agreement if required by: (i) law; or (ii) any securities exchange or regulatory or governmental body to which that party, or an Associate of that party, is subject, wherever situated, whether or not the requirement has the force of law.

#### 8. GAMBLING COMPLIANCE

8.1 The provisions of this clause 8 shall apply if, at any time during the Term, Customer or any of its Associates provides Gambling Services. Otherwise, and for the avoidance of doubt, this clause shall not apply.

8.2 Customer acknowledges and agrees that: (i), as a provider of Gambling Services, it is required to comply with all applicable betting, gambling and advertising laws and regulations; and (ii) it has taken and will take all necessary steps to ensure that the display of the advertisements distributed via the Platform is not illegal or actionable for any reason in any territory and shall comply with all applicable legislation, rules and regulations including, for the avoidance of doubt, any applicable advertising and/or financial services standards and codes.

8.3 Customer hereby warrants, represents and undertakes to Spirable that:

- (i) Customer (and/or each relevant Associate (as applicable)) is, and will continue throughout the Term to be, regulated as a bookmaker and that it has, and will continue throughout the Term to have, all necessary rights: (i) to operate in all territories in which it conducts business; and (ii) for Platform Ads to be displayed in all territories in which it distributes such Platform Ads in accordance with this Agreement, and Customer will promptly inform Spirable if any such licence, consent, permission, or approval is withdrawn, revoked, suspended, or of any matter of which is likely to lead to the withdrawal, revocation, or suspension of any such licence, consent, permission, or approval;
- (ii) neither Customer nor any of its Associates will provide anyone located in a Forbidden Jurisdiction with access to a Gambling Service;
- (iii) neither Customer nor any of its Associates will knowingly accept from anyone located in a Forbidden Jurisdiction (whether a resident, citizen or otherwise) in consideration of the provision of a Gambling Service: (i) credit or the proceeds of credit (including credit cards); (ii) an electronic fund transfer, or funds transmitted by or through a money transmitting business (or the proceeds of either of these); (iii) a cheque, draft or similar instrument payable through a financial institution; and/or (iv) any other form of financial transaction as determined by Spirable acting reasonably; and
- (iv) neither Customer nor any of its Associates is funded or owned in part or in whole by a Person that provides a Gambling Service to anyone located (whether a resident, citizen or otherwise) in a Forbidden Jurisdiction; and
- (v) the Due Diligence information provided to Spirable is true and correct;
- (vi) neither Spirable nor any of its Associates shall accept virtual goods and/or virtual currency (including, but not limited to, the use of cryptocurrency, cryptoassets and/or skins).

8.4 Spirable strictly prohibits any Customer Content and/or Platform Ads promoting or endorsing, or in any way relating to, use of cryptocurrencies (or any other virtual assets), which shall include any Customer Content or Platform Ads that induce end-users to engage with gambling activities by staking bets using virtual goods and/or virtual currency. In the event of a breach of this provision, Spirable shall be entitled to take down Customer Content and/or terminate this Agreement in accordance with clause 8.5.

8.5 Without prejudice to any other right that Spirable may have (under this Agreement or pursuant to applicable law), Spirable may terminate this Agreement with immediate effect, by serving notice, if it has a reason to believe that Customer is in breach of: (i) any of the representations, warranties or undertakings given in clause 8.3; or (ii) clause 8.4.

#### 9. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

9.1 Each party represents and warrants to the other that it has, and will retain throughout the Term all rights, title and authority:

- (i) to enter into this Agreement;
- (ii) to grant to the other party the rights and licences granted in this Agreement; and
- (iii) to perform all of its obligations under this Agreement.

9.2 Customer hereby warrants, represents and undertakes to Spirable that:

- (i) Customer has the right to provide Customer Content to Spirable for publication, without infringing any rights of any third party including, without limitation, IPRs;
- (ii) Customer Content complies at all times with all applicable laws, statutes, statutory instruments, contracts, regulations, advertising and marketing codes of practice in the Market(s);
- (iii) Customer Content does not contain any material that is obscene, defamatory, unlawful, hateful, abusive, harmful, threatening, infringing, harassing, offensive, facilitates illegal activity, depicts sexually explicit images, promotes unlawful violence, is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability or age or in any way or contrary to any applicable law or regulation and/or causes damage or injury to any person and/or property, and does not give access via hyperlinks to any property containing the same;
- (iv) if Customer Content contains the name or pictorial representation (photographic or otherwise) of any living person and/or any part of any living person and/or copy by which any living person is or can be readily identified, Customer warrants that Customer has obtained full consent in writing from such living person to make use of such name, representation and/or copy;
- (v) Customer Content contains no viruses or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information;

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- (vi) Customer is and shall be solely responsible for fulfilling and dealing with any orders or enquiries relating to the goods, services or promotion to which the Customer Content relates;
- (vii) Customer will not sub-license, transfer, encumber, sell, rent or otherwise provide access to the Spirable Products (or any part thereof) and/or the Spirable Technology (or any part thereof) to any third party;
- (viii) Customer will not reproduce, disclose, decompile, disassemble, reverse engineer, modify or create derivative works from the Spirable Products (or any part thereof) or use the Professional Services (or any part thereof) for any purpose other than as set forth in this Agreement;
- (ix) Customer will not (and will not attempt to) in any way access, use or copy any part of the Spirable Products and/or Spirable Technology (including the logic and/or architecture thereof and any trade secrets included therein) to directly or indirectly develop, promote, distribute, sell or support any product or service that is competitive with the Spirable Products (or any part thereof) or otherwise permit access to the Spirable Products (or any part thereof) by a competitor of Spirable;
- (x) neither Customer nor any of its Associates, nor any of their respective beneficial owners, directors, or officers, nor to Customer's knowledge any agent or employee thereof:
- (A) is nor in the past five (5) years has been a Sanctioned Person;
- (B) has transacted any business directly or knowingly indirectly with any Sanctioned Person;
- (C) has otherwise violated Sanctions; nor
- (D) will, directly or indirectly, use the proceeds of this Agreement or lend, contribute or otherwise make available such proceeds to or for the benefit of any Sanctioned Person or in any manner that would result in a violation of any Sanctions by, or could result in the imposition of Sanctions against, any individual or entity, including any party to this Agreement.
- 9.3 Spirable shall use reasonable skill and care in carrying out all its obligations under this Agreement as well as maintaining the availability of the Spirable Products during the Term, but does not represent, warrant or undertake that the Spirable Products are entirely error-free or that it will be available (in whole or in part) at all times. Spirable expressly disclaims all statutory and/or implied warranties. The Spirable Products are provided 'as-is' basis and 'as available'.
- 9.4 Customer will fully indemnify and keep Spirable and its directors, officers and employees fully indemnified against all actions, proceedings, costs (including legal fees), damages, expenses, fines, losses (including loss of profits) penalties, claims (including any relating to Data Protection Laws), demands and liabilities directly or indirectly suffered or incurred Spirable (or its directors, officers or employees) howsoever arising from: (i) any alleged or actual breach by Customer of clauses 7, 8 (if applicable) and/or 9.2(i); (ii) Customer's alleged failure to pay any fees for rights, including public performance, guild fees, or other fees associated with any ad or Customer Content; and (iv) the use of any content or technology, other than Customer Content, provided by Customer, or anyone acting on its behalf in the performance of the Order Form ("Customer Representatives"). Further, Customer shall be responsible for compliance with the terms of this Agreement by its Customer Representatives and Users in connection with this Agreement, and Customer's indemnification obligation above shall extend to any acts, omissions, services and deliverables of its Customer Representatives and/or Users.
- 9.5 Customer will provide Spirable with full co-operation in defending any claim or complaint concerning Customer Content including providing evidence in support of advertising claims and copies of documentation evidencing the clearance of relevant underlying third party proprietary rights.
- 10. IPRs**
- 10.1 A party shall have and retain any and/or all IPRs in its confidential information.
- 10.2 Each party remains sole owner of the IPRs it owned prior to the execution of any Order Form. As between the parties, Spirable (and/or its licensors) shall have and retain any and/or all IPRs in and/or relating to the Spirable Products. Customer is the sole owner of all IPRs in and to the Customer Content.
- 10.3 For the duration of the Term, Customer grants Spirable a worldwide, royalty-free, non-transferable licence to use, reproduce and represent Customer trademarks and logos, and to display, reproduce, represent Customer Content: (a) on the Distribution Channels; and (b) on all documentation promoting the Spirable Products.
- 10.4 Any IPRs in new material created by Spirable which is derived solely and directly from Customer's IPR and which is solely and directly developed by Spirable: (a) as a result of the provision of the Professional Services to Customer; and (b) on behalf of Customer, shall immediately vest in Customer, or where it is not possible for this to immediately vest in Customer, it shall be held by Spirable until such time as the transfer can be satisfied and Spirable shall do all this necessary to satisfy this requirement.
- 10.5 Customer shall have no rights and/or licences in and/or to the Spirable Products other than the right to use them subject to and in accordance with this Agreement. Any rights that are not expressly granted by Spirable to Customer herein are hereby expressly reserved by Spirable.
- 10.6 Customer hereby assigns title, interest and rights in suggestions, enhancement requests, recommendations, and/or other feedback provided by Customer and/or Users in respect of and/or relating to the Spirable Products.
- 10.7 Customer has no right to (or to attempt to do the following) and shall not allow and/or permit a third party to copy, reproduce, adapt, reverse engineer, decipher, decompile, disassemble, modify, and/or make error corrections to the Spirable Products, Spirable Technology and/or the Materials except as permitted under applicable law and/or Spirable (in writing).
- 11. LIABILITY**
- 11.1 Nothing in this Agreement shall limit or exclude the liability of either party (i) for death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable), (ii) for fraud or fraudulent misrepresentation, (iii) in respect of any indemnities provided under this Agreement, and (iv) any matter in respect of which it would be unlawful to exclude or restrict liability.
- 11.2 Spirable shall not in any circumstances have any liability for any losses and/or damages which may be suffered by Customer which fall within any and/or all of the following categories:
- (i) special losses and/or damages even if Spirable was or is aware of the circumstances in which such special damage could arise;
- (ii) loss of actual or anticipated profits (direct or indirect);
- (iii) loss of actual or anticipated revenue (direct or indirect);
- (iv) loss of actual or anticipated savings or wasted expenditure;
- (v) loss of goodwill;
- (vi) loss of business opportunity;
- (vii) loss of customers;
- (viii) incidental, consequential and/or indirect losses and/or damages of any kind howsoever arising and whether or not they are foreseeable, foreseen or known;
- (ix) loss of reputation; and/or
- (x) damage, loss and/or corruption of data

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- and/or information.
- 11.3 Subject to clauses 11.1 and 11.2, the total maximum aggregate liability of Spirable arising under, in relation to and/or in connection with this Agreement and/or any collateral contract (whether in contract, tort (including negligence) or otherwise) shall in no circumstances exceed an amount equal to the Fees set out in the relevant Order Form.
- 11.4 Spirable is unable to ensure or guarantee the security of information transmitted over the Internet. Any information or data transmitted across networks not owned and/or operated by or on behalf of Spirable (including the Internet and Customer's network(s)) through the use of or in connection with the Spirable Products is at Customer's risk.
- 11.5 All references to "**Spirable**" in this clause 11 shall include Spirable, its Associates, employees, contractors and suppliers of Spirable, all of whom shall have the benefit of the exclusions and limitations in this clause 11.
- 12. TERMINATION**
- 12.1 This Agreement shall (unless otherwise terminated in accordance with this Agreement) commence on the Effective Date and shall be effective for the Initial Term. This Agreement shall automatically renew at the end of the Initial Term for successive periods of 12 months ("**Renewal Term**"), unless either party provides written notice to the other of its intent not to renew the agreement at least 30 days' prior to the expiration of the Initial Term or any Subsequent Term.
- 12.2 Without affecting any other right and/or remedy available to it, Spirable shall be entitled to suspend its performance of its obligations under the Agreement and/or terminate the Agreement with immediate effect by giving written notice to Customer if: (i) Customer fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 5 Working Days after being notified in writing to make such payment, (ii) Spirable deems that Customer's use of cryptocurrency, cryptoassets and/or skins via the provision and/or advertisement of its products and/or services directly or indirectly causes, or may cause, any detriment to Spirable's reputation, brand and/or goodwill; (iii) Customer is or becomes a Sanctioned Period; (iv) Customer otherwise becomes a Person with whom it is unlawful for Spirable to transact business under Sanctions applicable to Spirable (and/or its Associates) from time to time, without giving effect to choice of law provisions of this Agreement or any laws applicable to Customer and/or (ii) Customer breaches 9.2.
- 12.3 Without affecting any other right and/or remedy available to it, either party may terminate this Agreement with immediate effect by giving notice to the other party if the other party (i) the other party commits a material breach of a term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so, (ii) (a) ceases or threatens to cease to carry on its business or substantially the whole of its business other than for the purposes of amalgamation or reconstruction without insolvency, or (b) has a winding up petition presented or enters into liquidation whether compulsorily or voluntarily (other than for the purposes of amalgamation or reconstruction without insolvency) or (c) makes an arrangement with its creditors or petitions for an administration order or has a receiver or manager appointed over any of its assets, or a court or arbitrator with authority to so determine, determines that the debtor is unable to pay its debts.
- 12.4 Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall remain in full force and effect.
- 12.5 Termination or expiry of this Agreement shall not affect any rights, remedies, obligations and/or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.
- 12.6 On termination for any reason (i) all rights and licences granted to Customer under this Agreement shall cease, (ii) Customer shall cease all activities authorised by this Agreement, (iii) Customer shall immediately pay to Spirable any sums due to Spirable under this Agreement, and (iv) Customer shall immediately destroy or return to Spirable (at Spirable's option) Materials and Spirable-supplied items then in its possession, custody or control and, in the case of destruction, certify to Spirable that it has done so.
- 13. GENERAL**
- 13.1 Spirable reserves the right to amend the Agreement from time to time.
- 13.2 The provisions of this clause 13.2 shall apply if Customer is a sports team, league or federation. Spirable shall have the right to place cookies (or other tracking technology) on Customer's digital properties for marketing (and associated analytics) purposes to track and collect information for the purposes of identifying individual visits to Customer's digital properties ("**Visitor Data**"). The parties agree Visitor Data shall include without limitation device information (including identifiers and operating system information), browser information, cookie ID, email address, new/return visit, IP location, referring page and section/page URL viewed. Customer agrees to provide facilities (including a consent management platform) and take all necessary steps (including without limitation providing users with all required information, collecting all necessary consent, and providing the opportunity to withdraw consent) to allow Spirable to collect Visitor Data and place cookies (or other tracking technology) on Customer's digital properties for use pursuant to this clause in full compliance with Data Protection Laws. Customer undertakes to cooperate with Spirable, and to make any changes as may be required from time to time, in order to ensure that the Visitor Data is and continues to be collected in full compliance with Data Protection Laws.
- 13.3 If there is conflict/ambiguity between a ToS provision and a Schedule provision, the ToS provision shall prevail. If there is a conflict/ambiguity between (a) a ToS and/or Schedule provision and (b) an executed Order Form or SoW provision, then (a) shall prevail, with the exception of the "Special Terms" in the Order Form, which shall, in the event of any conflict, take precedence over both these ToS, the Schedules and/or the SoW. The Agreement provisions shall always prevail over Customer purchase orders and/or other Customer documentation even if they say otherwise.
- 13.4 No failure and/or delay by a party to exercise any right and/or remedy provided under this Agreement and/or by applicable law shall constitute a waiver of that and/or any other right/remedy, nor shall it prevent and/or restrict the further exercise of that and/or any other right and/or remedy.
- 13.5 This Agreement contains the entire agreement between the parties relating to its subject matter and supersedes all prior agreements, arrangements and understandings between them relating to that subject matter except as expressly stated in this Agreement.
- 13.6 Each party does not rely on any statement, representation, undertaking, assurance and/or warranty (whether it was made negligently or innocently and whether in writing) of any Person (whether a party to this Agreement or not) ("**Representation**") other than as expressly set out in this Agreement. The only rights and remedies available to it arising out of and/or in connection with a Representation shall be for breach of contract as expressly provided in this Agreement.
- 13.7 An Agreement provision is not enforceable by, (to be) relied upon or intended to benefit, any Person who is not a party to this Agreement.
- 13.8 No Agreement variation shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 13.9 A party shall only be entitled to assign its rights under this Agreement with the prior

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- written consent of the other party, except that Spirable shall be entitled to assign its rights under this Agreement without consent to an Associate or a purchaser of all or a substantial part of its assets, business or undertaking.
- 13.10 Spirable may delegate the performance of any of its obligations hereunder to third parties without Customer's consent, provided however that Spirable shall remain liable in contract for the provision of the Spirable Products notwithstanding such delegation.
- 13.11 Spirable may (i) use Customer's name and logo in accordance with Customer's branding guidelines supplied to Spirable in its marketing, PR and sales materials and activities, and (ii) develop a Customer case study to be included in such materials and activities.
- 13.12 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.
- 13.13 A party shall not be in breach of this Agreement nor liable for delay in performing, and/or failure to perform, any of its obligations under this Agreement (excluding Customer's payment obligations), if such delay and/or failure results from events, circumstances or causes beyond its reasonable control such as failure of part of the power grid, ISP equipment failure, host equipment failure, security attack (e.g. DoS, phishing), malware attacks and infections, communications network failure, default of Spirable suppliers or contractors (**Force Majeure**).
- 13.14 Notices (including invoices) under this Agreement will be in writing. Notices may be given, and will be deemed received (i) by pre-paid first-class post: on the second Working Day after posting, (ii) by hand: on receipt of a signature at the time of delivery, (iv) by email 24 hours from delivery if sent to the correct email address and no notice of delivery failure is received or on receipt of confirmation of receipt from the recipient. Notices will be sent to the email address or postal address of the parties as set out in the Order Form. A party may change the address and email address to which notices are to be delivered by giving not less than 7 Working Days' notice to the other party. This clause shall not apply to the service of any
- proceedings or other documents in any legal action, arbitration or other method of dispute resolution.
- 13.15 Subject to clause 13.16, any dispute arising out of or in connection with this Agreement shall first be escalated to the parties' Contract Managers. If the dispute remains unresolved for 5 days, it shall be referred to a senior executive of each party who shall attempt resolution through negotiations. If the dispute remains unresolved for a further 5 days, either party may refer the dispute to the English courts. This clause shall not restrict a party from initiating any proceedings in respect of a matter where that party has reasonable cause to do so in order to avoid damage to its business and/or to protect or present any right of action it may have, and/or from applying for and/or obtaining emergency or interlocutory relief.
- 13.16 This Agreement and any dispute and/or claim arising out of (or in connection with) it, its subject matter and/or formation (including non-contractual disputes and/or claims) shall be exclusively governed by and construed in accordance with English law and shall be subject to the exclusive jurisdiction of the English Courts.

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### Schedule 1

#### Programmatic Marketing Services and Ad Serving Services

##### 1. DEFINITIONS

- 1.1. Where any capitalised term used in this Schedule 1 is not defined in this Schedule 1, the definition set out in the ToS above shall apply.
- 1.2. Any reference to Spirable in this Schedule 1 shall be construed as "*Spirable and/or its Associates*".
- 1.3. The definitions in this paragraph apply in this Schedule:

"**Ads**" means advertising communicated to end users by electronic distribution systems which may include Banners, videos, and other forms of advertising.

"**Ad Serving Service**" means the delivery of display ads or video ads on third party and/or affiliate websites, apps or other digital properties using Spirable's Associate's software.

"**Aggregated Customer Data**" means data collected by Spirable for the purpose of providing the Programmatic Marketing Services to Customer that can no longer be linked to Customer (for example, Customer Data that does not identify or permit identification of a client).

"**Banner**" means any visual form of advertising that is traditionally embedded in a webpage promoting the products and/or services of Customer.

"**Campaign Term**" means the period of time starting and ending on the dates set out in Programmatic Marketing Services Annex to the Order Form.

"**CTV Advertising**" means ads displayed on connected television or on any other device connected to the internet.

"**Customer Data**" means: (i) data that is provided to Spirable by or on behalf of Customer in connection with any Order Form (including, but not limited to, customer lists, data management platform ("DMP") transfers, matching data used for audience guarantees) or (ii) data Spirable collects through Spirable tags on Customer's properties which includes any information that can be attributed to a user via cookies or other technologies that record events related to users' activity on Customer's properties (such as the number of pages viewed, the products the user viewed and user searches).

"**DSP**" means any company which provides integrated media buying solutions based on cookie data intelligence and operates a demand side platform.

"**Personal Data**" means information relating to identified or identifiable natural persons; that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked to, directly or indirectly, a particular individual, consumer, data subject, or household; or that is defined as "**personally identifiable information**," "**personal information**," "**personal data**," or similar term under Data Protection Laws.

"**Spirable Data**" means data related to the Spirable ad serving activity such as the number of ads displayed to users and aggregated client data that does not identify or permit identification of a client.

"**Spirable Network**" means a network of publishers on supported interactive properties, used for the display of Ads, where the displaying publisher is automatically chosen in accordance with a specification selected by Customer in an Order Form.

"**Spirable Sourced Data**" means aggregated data provided by third parties independently of the provision of the Spirable Products to Customer and may include publisher data.

"**Policies**" means Spirable policies from time to time including without limitation its privacy policy, standards regarding obscenity or indecency and other advertising policies that Spirable may have from time to time.

"**Site(s)**" means those website, apps, or other digital properties on which Ads are displayed.

##### 2. SETTING UP THE SERVICE

- 2.1. Customer agrees to comply with all technical specifications, which may include the following operations: (i) including software code, tags and cookies supplied by Spirable on Customer's properties (including on its websites and, if applicable, e-mail newsletters); (ii) supplying Spirable with catalogue files of Customer's products and/or services to be included in Ads; and (iii) supplying Spirable with Customer's logos and other Customer Content to be displayed in the Ads.

##### 3. MEDIA BUYING AND AD SERVING

- 3.1. All advertisements accepted for publication by Spirable through the provisions of its Programmatic Marketing Service and/or Ad-Serving Service are accepted subject to the Agreement.
- 3.2. Spirable shall use reasonable endeavours to display and transmit the Ads during the Campaign Term in accordance with the terms of the Order Form.
- 3.3. If the Ads are not transmitted or displayed in accordance with the agreed terms set out in the Order Form during the Campaign Term for reasons other than the default of Customer, Spirable shall use reasonable endeavours to transmit or display the Ads as soon as reasonably possible following the end of the Campaign Term.
- 3.4. In the event that Ads are not transmitted/displayed in accordance with the agreed terms set out in the Order Form during the Campaign Term as a result of the default of Customer, Spirable reserves the right to make additional charges in respect of the period of delay.
- 3.5. In respect of Programmatic Marketing Services only, Customer acknowledges and accepts that the Ads are displayed on the Spirable Network and that Spirable has absolute discretion as to which publishers will form part of the Spirable Network, how often the Ads will be displayed and how priority is to be governed between different clients. Customer acknowledges that Ads may be displayed next to advertisements of its competitors. Spirable uses reasonable endeavours not to display Ads on websites or other media that are of pornographic, defamatory, obscene or illegal nature, but Customer acknowledges that, should Ads appear on such media, Customer's sole and exclusive remedy is set forth in the following sentence. In the event that Customer notifies Spirable in writing that Ads are being displayed on such media, Spirable will promptly remove the Ads (or promptly notify the relevant publisher to remove) and/or provide makegoods.
- 3.6. Customer shall submit Customer Content at least five (5) Working Days before the commencement of the relevant Campaign in accordance with Spirable's criteria and specifications from time to time (including content limitations, agreed technical specifications, Policies, and material due dates).
- 3.7. If Customer Content is submitted later than 12 noon on the day before the relevant Campaign is due to begin, Spirable reserves the right to make reasonable charges in addition to those specified in the relevant Order Form.
- 3.8. Spirable reserves the right within its discretion to reject or remove from the Site(s) any Ads where Customer Content or the site to which the Ad is linked do not comply with its Policies, or that in Spirable's sole reasonable judgment, do not comply with any applicable law, regulation or other judicial or administrative order. In addition, Spirable reserves the right within its discretion to reject or remove from the Site(s) any Ads where Customer Content or the site to which the Ad is linked are or may bring disparagement, ridicule, or scorn upon Spirable.

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3.9. If Customer Content is either damaged, not to Spirable's specifications or otherwise unacceptable in Spirable's reasonable opinion, Spirable shall use reasonable endeavours to notify Customer within five (5) Working Days of its receipt of such Customer Content and Customer shall make the necessary changes as soon as is practically possible and in any event within five (5) Working Days of receipt of such notice.

3.10. Spirable has no liability to Customer in respect of any claim whatsoever, whether it relates to IPRs or not, to the extent that it relates to: (i) the use of the Ads and/or Customer Content in combination with programs or data not supplied by Spirable; (ii) the use of anything other than the latest unaltered release of the Spirable Products (or any part thereof) provided by Spirable to Customer; or (iii) where the Ad(s) and/or Customer Content have been subject to any alteration or modifications not authorised by Spirable in accordance with the terms of the Agreement.

#### Postponement

3.11. If Customer wishes to postpone or extend the Campaign Term, Spirable shall consider such a request in good faith but shall have no obligation to consent to such postponement or extension. Any acceptance of such postponement or extension shall require immediate pre-payment of the Fees (if not already done so) and/or immediate pre-payment of any additional fees.

#### Cancellation and revision

3.12. Either party may cancel the Campaign element of any Order Form with thirty (30) days' prior written notice during the Campaign Term, unless the Campaign or any element thereof is designated as non-cancellable on the applicable Order Form. If either party cancels the Campaign element of the Order Form with thirty (30) days' notice in accordance with this paragraph, Customer shall only be liable to pay for the Programmatic Marketing Service provided from commencement of the Campaign Term up until the date of termination.

3.13. In the event that Customer seeks to revise the Campaign element of any Order Form, Customer must provide a written request thirty (30) days' prior to the intended date of the requested revision. In the event that Spirable accepts such request (which it may accept or reject in its absolute discretion), any billable rates shall automatically revert to the current published rate which Spirable shall advise Customer of from time to time.

3.14. If Customer cancels the Campaign element of any Order Form prior to a Campaign going live, Spirable shall be entitled to recover a reasonable sum for time spent developing the Campaign on Customer's behalf, and such sum shall be calculated in accordance with the Spirable's rates set-out in the Order Form.

#### Measurement and performance report

3.15. Spirable measures, through its servers, the number of impressions and/or clicks and/or other metrics necessary for calculating the Fees relating to Programmatic Marketing Services. Customer accepts that Spirable measurements are final and shall prevail over any other measurements.

## 4. FEES

#### Programmatic Marketing Services

4.1. Spirable shall allocate Customer marketing spend as set out in the Order Form (and such allocation shall be through a DSP or direct purchases from publishers' sites), with the intention of meeting the agreed target for Customer as set out in the Order Form after fees, costs, and Spirable margins (as determined by Spirable on a Campaign by Campaign basis taking into account factors including the success of the relevant Campaign) have been deducted.

#### Ad-Serving Services

4.2. The Fees charged for the Ad-Serving Services shall be calculated by the monthly impressions generated on a CPM basis (cost per thousand), as set out in the Order Form, and payable monthly in arrears.

## 5. LIABILITY AND MEASUREMENT AND PERFORMANCE REPORT

5.1. Customer acknowledges that the provision of the Programmatic Marketing Services is not subject to any performance guarantees or promises including ranking positions on internet search engines or the number of searches, visitors or click-throughs.

5.2. Customer acknowledges and accepts the risk that third parties may generate impressions, clicks or other actions affecting the charges under the Agreement for fraudulent or improper purposes. Spirable shall have no responsibility or liability to Customer in connection with any third party click fraud or other improper actions that may occur.

## 6. PRIVACY

6.1. Each party shall be independently responsible for compliance with its obligations under Data Protection Laws. Customer and Spirable acknowledge that under European Data Protection Laws, where Spirable processes Personal Data in connection with the Agreement on behalf of Customer, Customer is the data controller and Spirable is the data processor and, for the purposes of the Agreement:

- i. the types of Personal Data so processed are: internet connection data, browsing data, online identifiers, device/technical data and/or betting activity (if applicable) and the categories of data subjects are Customer's customers or Customer's prospective customers; and
- ii. the nature/purpose of the processing is to enable Spirable to carry out the Programmatic Marketing Services and/or the Ad Serving Services (which form the subject matter of the processing) and the duration of the processing shall be no more than thirteen (13) months after collection.

6.2. Customer acknowledges that it is Customer's sole responsibility to provide any required notifications to, and obtain any necessary approval, authorization, or consent from its customers for Spirable to process customer Personal Data for the purposes of targeting those customers with online advertising. Customer shall ensure that all such notification, and approval, authorization, or consent is valid under Data Protection Laws and shall notify Spirable as soon as possible when any such approval, authorization, or consent is withdrawn. Spirable hereby puts Customer on notice that a failure by Customer to obtain sufficient approval, authorization, or consent for Spirable to process Customer's customers' Personal Data and target Customer's customers with online advertising will infringe the Data Protection Laws and will be an infringement for which Customer is solely responsible.

6.3. Spirable shall, in relation to any Personal Data processed on behalf of Customer in connection with the Agreement:

- i. process that Personal Data only on written instructions of Customer;
- ii. keep the Personal Data confidential;
- iii. comply with Customer's data protection policy and any data retention guidelines in force from time to time;
- iv. comply with Customer's reasonable instructions with respect to processing the Personal Data;
- v. not transfer any Personal Data that originated inside the UK and/or European Economic Area ("EEA") to a jurisdiction outside of the EEA without Customer's prior written consent, other than as permitted under paragraph 6.5;
- vi. assist Customer in responding to any data subject access request and to ensure compliance with its obligations under Data Protection Laws with respect to security, breach notifications, privacy impact assessments and consultations with supervisor authorities or regulators;
- vii. notify Customer without undue delay on becoming aware of a Personal Data breach or communication which relates to Spirable or Customer's compliance with Data Protection Laws;



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- viii. at the written request of Customer, delete the Personal Data on termination of the Agreement unless required by Data Protection Laws or legal obligation to store the Personal Data;
  - ix. maintain complete and accurate records and information to demonstrate compliance with this paragraph and allow for audits by Customer or Customer designated auditor; and
  - x. only engage third parties to process Personal Data on behalf of Customer ("Subprocessors") appointed in accordance with paragraph 6.9.
- 6.4. Spirable shall ensure that it has in place appropriate technical or organisational measures, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures. Such measures may include, where appropriate:
- i. pseudonymising and encrypting Personal Data;
  - ii. ensuring confidentiality, integrity, availability and resilience of its systems and services;
  - iii. ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident; and
  - iv. regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it.
- 6.5. In accordance with paragraph 6.3v above, Customer consents to Spirable transferring the Personal Data outside of the UK and/or EEA to (i) employees in Colombia under approved contractual paragraphs between Betgenius Limited and Genius Sports Services Colombia S.A.S; and (ii) third party service providers based in the United States of America under standard contractual paragraphs.

#### Cookies

- 6.6. In order for Spirable to deliver the relevant Ads, Customer acknowledges and accepts that it will include and use cookies or similar technologies on its digital properties (the "Cookies"). Spirable shall collect data (including Personal Data) using the Cookies from individuals who visit Customer's website or otherwise engage with the Banner(s).
- 6.7. Customer acknowledges that, in order to comply with Data Protection Laws, Customer needs to take certain steps to ensure that users of its website know that the Cookies exist, and to ensure that users accept Cookies where required by Data Protection Laws. Therefore, Customer undertakes that its website:
- i. includes: (i) a clear and comprehensive explanation as to what the Cookies are doing and why; and (ii) a consent management platform, that allows its users to freely give or withdraw consent to store the Cookie on the user's device; and
  - ii. contains a privacy policy that: (i) discloses the use of third party technology and includes appropriate notice of Spirable as a recipient or a class of recipient that would contain Spirable; (ii) discloses the data collected from the Cookies and use of that data and discloses the use of a real time bidding platform for serving advertisements to users of its website; (iii) contains a conspicuous live hyperlink to an opt-out website that provides its website users the ability to opt out of interest-based advertising through Spirable; and (iv) complies with all Data Protection Laws.
- 6.8. Where a party is deemed to be acting as a service provider as defined by Data Protection Law with respect to the processing of Personal Data pursuant to the Agreement, such party will not sell, retain, use, or disclose such Personal Data for any purpose other than as specifically authorized under the Agreement or as otherwise permitted by law. To the extent that disclosure of Personal Data between Customer and Spirable is deemed to be a "sale" under Data Protection Laws, each party shall be independently responsible for compliance with its obligations and provide assistance to the other party as necessary for that party to address its obligations under Data Protection Laws. Where Spirable receives a "Do Not Sell" or similar request from a consumer (either directly or as communicated by Customer), Spirable shall only process the Personal Data associated with such consumer as permitted by the Data Protection Laws. The parties agree to cooperate to effectuate such consumer requests. The parties agree to negotiate in good faith any additional or modified contract terms necessary to address any modifications, amendments, or updates to Data Protection Laws.

#### Subprocessors

- 6.9. Customer hereby consents to Spirable appointing its Associates as Subprocessors for the purposes of paragraph 6.3x. In the event that Spirable wishes to appoint a new Subprocessor it will notify Customer of such Subprocessor and Customer will have 3 days to object to such appointment and any objection must be accompanied by evidence to support the unsuitability of the Subprocessor. Where Customer validly objects to the appointment of a Subprocessor, Spirable will use reasonable endeavours to source an alternative or to conduct the relevant processing without the use of such Subprocessor. If Spirable is unable to source an alternative Subprocessor and cannot conduct the relevant processing without a Subprocessor, it will have the right to terminate the Agreement immediately and without liability upon written notice. Spirable will ensure that all Subprocessors are bound by terms equivalent (as appropriate) to this paragraph 15 and will remain responsible for any breach thereof.

### 7. GAMBLING

- 7.1. The provisions of this paragraph 7 shall apply if, at any time during the Campaign Term, Customer or any of its Associates provides Gambling Services. Otherwise, and for the avoidance of doubt, this paragraph shall not apply.
- 7.2. Customer shall for the duration of the Agreement provide Spirable with a live API feed of all events offered by Customer. Customer acknowledges and agrees that Spirable shall be permitted to: (i) monitor the events, markets and odds offered by Customer for the purposes of managing and/or improving Spirable's services; and (ii) collect such data for such purposes from Customer's website(s) and publicly available sources.
- 7.3. Customer hereby warrants, represents and undertakes to Spirable that Customer (and/or each relevant Associate (as applicable)) has, and will continue throughout the Campaign Term to have, all necessary rights for Banners to be displayed in all territories in which it requests Spirable to display such Banners in accordance with this Agreement, and Customer will promptly inform Spirable if any such licence, consent, permission, or approval is withdrawn, revoked, suspended, or of any matter of which is likely to lead to the withdrawal, revocation, or suspension of any such licence, consent, permission, or approval;
- 7.4. Spirable maintains a 'whitelist' of websites which Spirable deems suitable for the display of gambling-related ads (the "Whitelist"), and such whitelist may be amended from time to time in Spirable's absolute discretion. Spirable shall only display Banners on websites included in the Whitelist ("Approved Sites") unless Customer requests that Spirable displays a Banner (or Banners) on other websites not included in the Whitelist ("Unapproved Sites") and Spirable agrees to such request. Customer acknowledges and agrees that, as between the parties, Customer shall be solely responsible for, and bear any adverse consequences arising from or relating to, the display of the Banners on any Unapproved Sites (and that Spirable shall have no liability whatsoever in connection therewith).

### 8. INDEMNITY

- 8.1. Customer will fully indemnify and keep Spirable and its directors, officers and employees fully indemnified against all actions, proceedings, costs (including legal fees), damages, expenses, fines, losses (including loss of profits) penalties, claims (including any relating to Data Protection Laws), demands and liabilities directly or indirectly suffered or incurred by Spirable (or its directors, officers or employees) howsoever arising from the display of any Ad(s) on any Unapproved Sites (provided that such display was requested by Customer).

### 9. INTELLECTUAL PROPERTY

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- 9.1. As between the parties, Spirable is the sole owner of all IPRs in and to the Spirable Data. The Customer is the sole owner of all IPRs in and to the Customer Data.
- 9.2. For the duration of the Campaign Term, Customer grants Spirable a worldwide, royalty-free, non-transferable licence to use, reproduce and represent Customer trademarks and logos, and to display, reproduce, represent Customer Content on Sites forming part of the Spirable Network.
- 9.3. Customer authorizes Spirable: (i) to collect, use, analyse and process Customer Data, to combine Customer Data with Spirable Data and Spirable Sourced Data and to perform the Professional Services for Customer; (ii) to improve the Spirable Products, the Professional Services and other Spirable products, programs and/or services with Aggregated Customer Data; and (iii) to disclose Customer Data if required by law.



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**Schedule 2  
Services**

<b>Platform</b>
<b>Features &amp; Functionality</b> As specified in the Order Form
<b>Usage Limits</b> As specified in the Order Form
<b>Customer Actions</b> Training of Users, Customer having and maintaining Customer Equipment to access and use the Platform, Customer ensuring and procuring that the Platform is used properly by it and Users and as per Spirable instructions and materials in order to help maximise benefits by the Platform usage and Customer providing co-operation, assistance, information and documentation to Spirable in order to help Spirable operate, support and maintain the Platform.
<b>Customer Content – Anonymisation</b> Customer is prohibited from making available and/or share with Spirable at any time any personal data, sensitive personal data and/or customer sensitive data (including email addresses) of the persons to whom videos are sent to by Customer. If such data is made available to and/or shared with Spirable, then it must be anonymised by Customer assigning a unique identifier for each person to whom it will send the videos to. Spirable will send back to Customer the video URLs against this unique identifier.
<b>Customer Content– Retention</b> Spirable shall retain Customer Content in its possession for a period of 18 weeks following from (and including) the date that the Order Form expires or is terminated or as long as required by applicable law (“ <b>Retention Period</b> ”). After the Retention Period, Spirable may destroy or otherwise dispose of any of Customer Content in its possession unless it receives, no later than 10 days after the date of expiry or the termination of the relevant Order Form, a written request for the delivery to Customer (to the extent technically possible) of the then Spirable’s most recent back-up of Customer Content. Spirable will use commercially endeavours to deliver the back-up to Customer within 30 days of its receipt of such a written request, provided that Customer has, at that time, paid all fees and charges outstanding at and resulting from the expiry or termination of the Order Form (whether or not due at the date of expiry or termination). Retention of Customer Content longer than the Retention Period, return and/or disposal of Customer Content is subject to additional fees at the then applicable Spirable rates.

**Notes:** **1.** Unused Video and GIFs expire the end of the Initial Term or a Renewal Term (where the Agreement is renewed) do not roll forward. **2.** No refunds are issued. **3.** The specification in the Order Form represents the Platform specification as at the Effective Date, and may subsequently be updated. Any updated specification will be deemed substituted for the above from (and including) the date upon which any such change is made. We will notify users via email for important feature and functionality announcements and include a list of updates in the Platform homepage. **4.** We occasionally release features and functionality that we would like to test or evaluate on the Platform - they will be marked as 'beta', 'preview', 'early access', 'evaluation' or similar terms (“**Test Features**”), they may not be as reliable as non-Test Features and they are provided subject to and in accordance with the Agreement. **5.** Customer is responsible for (i) all activities conducted under User and logins, (ii) obtaining and maintaining any Customer Equipment (and any ancillary services) needed to connect to, access and/or use the Platform; and (iii) ensuring and procuring that any Customer Equipment (and any ancillary services) used to connect to, access and/or use the Platform is compatible with the Platform. **6.** “**Customer Equipment**” means the system, computer hardware, software, and/or network infrastructure of Customer, its contractors and/or its Users. **7.** The Platform includes Account Management. Account Management is the provision of quarterly review meetings to discuss performance or any other issues with your Spirable account manager. For emergency review meetings, contact Spirable to arrange date and time.

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**Schedule 3  
Service Level Availability**

Platform	
The following describes the SLA for the Platform purchased by Customer subject to Customer being compliant with this Agreement (including being current on the payment of all Fees under the Agreement). Capitalised terms not otherwise defined here in this SLA shall have the meanings set out in the ToS.	
Availability Goal	Spirable will use commercially reasonable endeavours to achieve 99.9% or more Availability during the Initial Term or a Renewal Term (where the Agreement is renewed) excluding the Scheduled Maintenance Window and Emergency Maintenance. This obligation will not apply in the Event of a Force Majeure.
Scheduled Maintenance Window	the window during which scheduled maintenance of the Platform may be performed. The Scheduled Maintenance Window is between the hours of 21:00. and 24:00 GMT and will take place every 14 days.
Emergency Maintenance	downtime of the Platform outside of Scheduled Maintenance Window hours that is required to complete the application of urgent patches or fixes, or undertake other urgent maintenance activities. If Emergency Maintenance is required, Spirable will use commercially reasonable endeavours to contact Customer and provide the expected start time and the expected duration of the Emergency Maintenance.
Customer Actions	Customer is responsible for (i) all activities conducted under User and logins, (ii) obtaining and maintaining any Customer Equipment (and any ancillary services) needed to connect to, access and/or use the Platform; and (iii) ensuring and procuring that any Customer Equipment (and any ancillary services) used to connect to, access and/or use the Platform is compatible with the Platform.

**Notes:** 1. "Availability" means the percentage of total time during which the Platform is available to Customer, excluding Scheduled Downtime and Emergency Maintenance. 2. "commercially reasonable endeavours" in this SLA means the same degree of priority and diligence that Spirable uses to achieve the Availability Goal for its other similar customers. 3. "Customer Equipment" means the system, computer hardware, software, and/or network infrastructure of Customer, its contractors and/or its Users. 4. The above SLA represents the SLA specification for the Platform as at the Effective Date, and this specification may subsequently be updated. Any updated specification will be deemed substituted for the above from (and including) the date upon which any such change is made. 5. If Customer experiences Availability issues, Customer shall notify Spirable using the process set out in the Spirable technical support policy (Schedule 4).

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### Schedule 4 Technical Support Policy

Platform	
The following describes the Support that is provided by Spirable for the Platform purchased by Customer subject to Customer being compliant with this Agreement (including being current on the payment of all Fees under the Agreement). Capitalised terms not otherwise defined in this technical support policy specification have the meanings set out in the ToS.	
Support	(a) remote Help Desk Support via <a href="mailto:support@spirable.com">support@spirable.com</a> or Live Chat during Support Hours, and resolution of an Incident during Support Hours in accordance with Service Goals set out below, (b) Updates, and (c) FAQs (when these are made available). Support does not include any Out-of-Scope Services and support for Test Services.
Out-of-Scope Services	services provided by Spirable in connection with any apparent issue regarding the Platform reasonably determined by Spirable not to have been caused by an Incident, but rather by a Customer Cause, an event of Force Majeure, and/or a cause outside Spirable's control (including in each case any investigational work resulting in such a determination), third-party applications integrations or plugins, support provided outside Support Hours.
Support Hours	9:00. and 17:00 GMT on a Working Day.
Support Request	a request made by Customer for support in accordance with this technical support policy.
Service Goals	the service goals set out below.
Incident	An incident reported to Spirable via a Support Request.
Customer Cause	(i) any improper use, misuse and/or unauthorised alteration of the Platform (including its configuration and/or set-up) by Customer, a Customer's contractor and/a User, (ii) any use of the Platform by Customer, a Customer contractor and/or a User in a manner inconsistent with the then-current Materials, the Order Form and/or Spirable instructions, (iii) the use by Customer, a Customer contractor, and/or a User of any computer hardware, software, and network infrastructure (and ancillary services) not provided and/or approved by Spirable.
Customer Actions	Customer shall (i) obtain and maintain any Customer Equipment (and any ancillary services) needed to connect to, access and/or use the Platform, (ii) ensure and procure that any Customer Equipment (and any ancillary services) used to connect to, access and/or use the Platform are compatible with the Platform, (iii) immediately apply Spirable instructions and recommendations required to resolve an Incident, (iv) commit appropriate resources to be available to provide additional info and support if needed, (v) comply with its obligations in this technical support policy.

**Notes:** 1. "commercially reasonable endeavours" means in this technical support policy the same degree of priority and diligence that Spirable uses to achieve the Service Goals for its other similar customers. 2. "Customer Equipment" means the system, computer hardware, software, and/or network infrastructure of Customer, its contractors and/or its Users. 3. This Schedule represents the technical support policy specification for Support as at the Effective Date, and this specification may subsequently be updated. Any updated specification will be deemed substituted for the one set out in Schedule from (and including) the date upon which any such update is made.

#### 1 Support

- 1.1 Spirable will use commercially reasonable endeavours to provide Support for the Platform in accordance with the Service Goals below. This obligation will not apply in the Event of a Force Majeure. Spirable is not obliged to provide Out-of-scope Services. Support will be provided remotely. The provision of Support other than remotely (e.g. at Customer premises) or the provision of Out-of-scope Services shall be charged at Spirable's then applicable rates.

#### 2 Support Requests

- 2.1 Only Customer's nominated support contact (Nominated Contact) shall raise a Support Request. Each Support Request shall include a description of the problem and the start time of the Incident. Before raising a Support Request, Customer shall perform its own root cause analysis to verify whether the Incident has not been caused by Customer Equipment (and ancillary services) and/or third-party e.g. Customer contractor. Spirable may charge for any costs incurred by it to investigate any Incident that is not caused by Spirable at its then applicable rates.
- 2.2 The Nominated Contact shall promptly (a) notify Spirable of an Incident, and (b) provide such output and other data, documents, information, assistance, access to Customer Equipment (and ancillary services), Customer files and/or personnel, as are necessary to assist Spirable to reproduce operating

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conditions similar to those present when Customer detected the relevant Incident and to respond to a Support Request. The Nominated Contact shall promptly respond to Spirable in the course of the provision of Support and maintain good communication with Spirable at all times. Spirable shall not be liable for any delay in providing Support if Customer does not comply with this technical support policy.

- 2.3 Spirable will categorise the severity of a reported Incident. If the Nominated Contact disagrees with Spirable’s categorisation, then they will discuss to resolve the disagreement. If they are unable to resolve the disagreement, then Spirable’s categorisation shall prevail.

Incident Severity	Definition
Level 1: Business Critical Failures	Critical production issue that severely impacts clients use of the service.
Level 2: Major Failure with no workaround	Major functionality is impacted or significant performance degradation is experienced.
Level 3: Minor Failure with workaround	Partial, non-critical loss of server with low-to-medium impact on client business; Customer’s business continues to run.
Level 4: Non-Failure	Technical enquiry, request for capabilities and features, errors in documentation, etc.

Incident Severity	Response time goal	Resolution time goal
Level 1: Business Critical Failures	2 hours	2 hours
Level 2: Major Failure with no workaround	4 hours	4 hours
Level 3: Minor Failure with workaround	12 hours	24 hours
Level 4: Non-Failure	24 hours	48 hours

**Notes:** 1. “Response time” is defined as the time it takes for Spirable to confirm that the reported Incident has been registered. 2. “Response” is confirmation to the Nominated Contact that the reported Incident was received and registered by Spirable. 3. “Resolution time” is defined as the time it takes for Spirable to investigate and implement a resolution, or to investigate and confirm to the Nominated Contact a reasonable time estimate for implementation of a resolution. 4. Spirable may extend the Service Goals and, if it does so, will inform the Nominated Contact.