

Terms And Conditions

Welcome to BettorView. BettorView is a streaming platform service offered by Commercial Streaming Solutions, Inc. (“**Venue**,” “**we**,” “**our**,” or “**us**”), which allows your business locations to view and display Sports Book, including Statistics, Analytics and Odds (“**BettorView**”). These Terms and Conditions (these “**Terms**”) govern the use of BettorView by your owned and operated venue(s) that you have signed up for BettorView service (your venue is referred to herein as “**you**,” “**your**,” or “**Venue**”).

1. Defined Terms.

1.1 “Confidential Information” means all non-public or sensitive information (including without limitation any trade secrets) or materials disclosed by a Party to the other Party in written or tangible form, disclosed orally or otherwise made available by observation.

1.2 “Defect” means any failure of the applicable Service, or components thereof, to operate in accordance with or otherwise conform to the applicable Specifications and Performance Standards herein, or the failure of the Services to perform the functional task executed by Venue through operation or use of the Service without delay.

1.3 “Documentation” means all user manuals, reference guides, brochures, installation manuals, specifications, release notes, error message manuals or other written documentation pertaining to the installation, use, features, interoperability, network requirements, hardware requirements, operating system requirements, use, or performance of the Service, whether in printed or electronic format. Provider shall provide Venue copies or electronic access to all Documentation, and any Updates thereto on a regular basis, free of charge. The Documentation includes the specifications on Exhibit B hereto.

1.4 “Facilities” means all venues and/or sports bar(s) operated by the Venue, including:

1.5 “Performance Standards” means, collectively: (a) the representations and warranties set forth herein; and/or (b) any other performance standards, service levels, and/or criteria set forth in this Agreement or any referenced document herein.

1.6 “Provided Device” means the device(s) provided to the Venue by the Providers, to stream the Provider’s content, advertising, etc.

1.7 “Service” means the services delivered by Provider which are described on Exhibit A hereto.

1.8 “Specifications” means the specifications, features, functionality, measurements or descriptors for the Service as set forth in the Documentation.

1.9 “Term” has the meaning set forth in Section 4.1.

1.10 “Territory” means United States, Mexico and Canada and any other country where a Facility may be operating from time to time.

1.11 “Updates” means maintenance revisions, improvements, versions, updates, changes, modifications, bug fixes, patches, corrections and enhancements to the Service, including those as a result of the Implementation and Configuration Services (as defined herein). All Updates shall be provided by Provider as part of the Services without additional charge.

2.

3. Provided Devices.

3.1 Once your account setup is finalized and verified by us, we will mail you, one or more Devices, remotes and required accessories to the address(es) you provide for each Facility. Provided Devices will be sent only upon our verification and acceptance of your account information, and is sent at our sole discretion.

3.2 You will be responsible for promptly installing your Provided Device(s). Our team is happy to answer any questions or provide you with any help or instructions regarding the installation of your Provided Device.

3.3 Once your Provided Device is activated, registered and installed, you will be able to stream the Provider’s content for display at your Facility(s). All Provided Devices will need to be activated, registered and properly installed in order to you to use the Provider service. Provided Devices sent to each Facility(s) from Commercial Streaming Solutions Inc. will be provisioned so that you may only access the Provider’s content with the Provided Device. You must not use your Provided Device to access any other third-party platforms, content, websites, apps, or for any other purpose other than as set forth in these Terms.

3.4 You will need at least one (1) Provided Device per Facility being displayed on your TV screen during all operational hours. You will be responsible for ensuring that the Provided Device is properly connected and has sufficient internet and/or Wi-Fi to run the service. Additional devices may be available upon your request, at Commercial Streaming Solutions Inc.’ sole discretion. If your Facility’s technology permits, you may use one Provided Device to display the Provider’s content on multiple TVs in said Facility. You may not use one Provided Device, however, to transmit, exhibit, distribute or otherwise stream Provider video content to other Facilities or locations other than in the Facility where the Provided Device is located.

3.5 All Provided Devices are exclusively owned, managed and maintained by Commercial Streaming Solutions Inc. Any and all ownership rights in and to the Provided Devices are specifically reserved by Commercial Streaming Solutions Inc. You are solely responsible for maintaining the security of your Provided Device and will ensure that it is used only in accordance with these Terms. If you have any difficulties with the installation of your Provided Device, or if you suspect that there is a defect with your Provided Device, please contact Facility Service. If your Provided Device is lost, stolen or damaged, you may contact Facility Service for a replacement device. Replacement device requests will be fulfilled at our sole discretion, and may be subject to a penalty fee of \$200 per Provided Device (the “Device

Penalty Fee”).

3.6 In the event of a termination or cancelation, you must promptly return all Provided Device(s) back to us at your cost. All Provided Devices must be returned in proper working order. If any Provided Device is not in proper working order upon our receipt (as determined by Commercial Streaming Solutions Inc. in its sole discretion) or if you fail to timely return your Provided Device after termination or cancelation of the Agreement, then you will be charged the Device Penalty Fee. This Device Penalty Fee is also payable pursuant to other applicable terms or conditions as set forth in these Terms, including without limitation, in the event your Account has been deemed inactive, in the event you have not begun streaming Provider content in a timely manner after creation of your Account, or upon replacement of any Provided Device. If you return any Provided Device without the remote, or if the remote returned is not in working order (as determined by us in our sole discretion), you will be charged a penalty fee in the amount of \$25.00 per remote.

4. Service; License Grant.

4.1 Service. Provider shall deliver and provide the Service to Venue 24 hours a day/7 days a week. Provider shall not, without the prior written consent of Venue, make any modification or change to the Services or any component or module of the Services, that could have any material adverse effect on the features, functionality, scalability, performance, user interface, operations or business processes used by the Venue as part of the Service at the time of commencement of the Service.

4.2 Exclusivity to Provider. During the Term, Venue shall not enter into any agreement with any third party to specifically broadcast, show and/or display content, or advertisements, related to sports betting and iGaming on television screens within the Facilities, provided, the foregoing shall not restrict or limit the Venue from displaying, broadcasting or showing any content or advertising which is broadcast, shown and/or displayed by pay for view, cable network, or other media sources which is an ancillary part of their broadcast of such sports activity or activity within the Facility. Further, during the Term, the Venue agrees that the Provider will have the exclusive right to be the Venue’s marketing and business development solution for the Industry, at mutually agreed upon Facilities via on-screen promotions, physical signage, printed marketing, brand ambassador events, as well as via email, social channels, and website integrations. The “Industry” shall mean games of chance or skill or pari-mutuel or fixed odds games (including, but not limited to, fantasy sports, lotteries, pari-mutuel betting, bingo, race tracks, jai alai, legalized bookmaking, off-track betting, casino games, racing, poker, keno, and sports betting or any play for fun (non-wagering) versions of the foregoing.

4.3 Implementation and Configuration. Provider shall provide Venue implementation and configuration services as reasonably requested by Venue prior to the Go-Live Date in order for the Service to be properly implemented, configured and delivered to the Facilities (“Implementation and Configuration Services”). Venue shall, in its sole discretion, determine the location within a Facility where the Service will be displayed and used, provided that Venue shall use commercially reasonable efforts to ensure that at least one (1) location will be near the bar of such Facility (if a bar exists at such Facility).

5. Payment.

5.1 No Fees to Provider. Neither the Provider nor the Venue is entitled to a fee, pricing, charge or compensation from the other Party, in connection with the delivery of the Service or Content.

6. Term; Termination.

6.1 Term. This Agreement shall commence on the Effective Date and shall remain in effect for twenty-four (24) months, unless terminated earlier in accordance with the terms set forth herein (the “Initial Term”). This Agreement shall automatically renew for successive twelve (12) months periods (each a “Renewal Term” and collectively, with the Initial Term, the “Term”), unless a Party provides the other Party with a notice of non-renewal at least sixty (60) days prior to the end of the Initial Term (or otherwise during the then-current Renewal Term). Upon the expiration or sooner termination of this Agreement, all rights and licenses granted herein will terminate automatically and immediately.

6.2 Termination for an Event of Default. Either Party may terminate this Agreement: (a) in the event of the other Party’s material breach of this Agreement, which remains uncured for sixty (60) days after receipt of written notice of the material breach.

7. Obligations of the Parties.

7.1 Provider Obligations. Provider agrees that it shall, at its sole expense:

(a) Procure and provide all tools, equipment, machinery, hardware, software, utilities, data, content, information, supplies, resources, labor, personnel, and know how necessary or appropriate in order to provide the Content and Services;

(b) provide all acts, undertakings or work in connection with managing, coordinating, supervising and effectuating all aspects, elements and matters involving the Service, the Advertisements, and the Content, including the implementation, production, design, development, support, collections and processing of the Advertisement relationship and services, delivery, maintenance and support of the Content and Service, and all features, functionality and processes therein, and all sales, publication and display of Advertisements and the collections of monies resulting therefrom Advertisement publishers;

(c) ensure that Service is available at least 99.9% of the time as a streaming service of the Content;

(d) provide free of charge to Venue at least the Venue Allocable Portion of advertisement units per calendar day to be displayed, shown or otherwise broadcast as part of the Service at the Facilities with such advertising to be created and supplied by Venue to Provider in advance, and Provider shall provide Venue “proofs” of such advertisement before public release on the Service (all other specifications and features of such advertisement such as size, color, dimensions, location, dynamic nature, pixel size, etc within the Service shall be determined

mutually by the parties on a reasonable basis). “Venue Allocation Portion” means ten percent (10%) of total time when the Service is operational at the Facility.

8. Warranties.

8.1 Representations and Warranties. Each Party represents and warrants to the other Party that (i) it has the power and authority to enter into this Agreement, and the execution, delivery and performance of this Agreement, (ii) this Agreement has been duly executed and delivered by the authorized officers or representatives of such Party, and constitutes a legal, valid and binding obligation of such Party, fully enforceable against such Party in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium, and similar laws of general applicability relating to or affecting creditors’ rights, and general equity principles, and (iii) it will perform its obligations hereunder in compliance with all applicable laws. Provider also represents and warrants that it owns, or has a proper license and rights, authorizations, consents and approvals to, the Content.

8.2 Additional Provider Representations and Warranties. Provider represents and warrants to Venue that (i) Provider has the requisite rights and authority to execute, deliver and perform its obligations under this Agreement; (ii) the Content and Service does not infringe upon or otherwise violate the intellectual property rights of any third party; (iii) the Service and Implementation and Configuration Services will be delivered by Provider to Venue in a professional, diligent and workmanlike manner consistent with standards customary in the industry and in accordance with all applicable laws; (iv) the Service will be delivered by Provider as a streaming service of the Content in conformance with the Performance Standards and Specifications set forth in the Documentation and herein, including all interoperability and network requirements therein and herein; (v) a true, correct, complete and accurate copy of all Documentation has been delivered to Venue; (vi) it will maintain at all times the insurance requirements in the minimum coverage types and amounts as follows: Commercial General Liability (\$1,000,000 individual/aggregate); Errors and Omissions/Professional Liability (\$1,000,000), (vii) it has obtained and will maintain all proper or required approvals, authorizations, permits, licenses and consents from any third party in order for it to deliver the Service and Content, (viii) the Service will be free from Defects, defects in design, materials and workmanship, (ix) all Documentation will accurately set forth all necessary network requirements in order for a person with reasonably computer and AV skills to use the Service, (x) Provider shall at all times make the most current Documentation available to Venue, and (xi) Venue’s exercise of its rights under this Agreement and the Services and the proper execution of the functions from the Service does not and will not infringe, misappropriate, violate, trespass, contravene or breach any third party’s intellectual property, propriety right or privacy right and the use thereof does not and will not constitute unauthorized or misappropriated use. **Its product and all services provided hereunder are and will at all times be in full compliance with all laws, rules and regulations of Iowa and all local jurisdictions including all alcohol and gaming rules and regulations, and are currently legal and lawful to be placed within liquor licensed establishments.**

9. Limitation of Liability. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE PARTIES MAKE NO WARRANTIES REGARDING THE SUBJECT MATTER OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED

WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, QUIET POSSESSION, OR ANY WARRANTIES IMPLIED FROM ANY COURSE OF DEALING OR USAGE OF TRADE, WHETHER EXPRESS, IMPLIED, OR STATUTORY, AND ALL SUCH WARRANTIES ARE HEREBY SPECIFICALLY DISCLAIMED TO THE EXTENT ALLOWED UNDER APPLICABLE LAW. TO THE EXTENT ANY SUCH WARRANTY MAY NOT BE DISCLAIMED, ANY SUCH WARRANTY IS HEREBY LIMITED TO THE MINIMUM DURATION AND EXTENT ALLOWED UNDER APPLICABLE LAW.

10. Right of First Refusal. The Venue shall offer any potential partnership or promotional opportunities related to the Industry (hereinafter, the Opportunity”) to the Provider prior to offering the Opportunity to any other Competitive Business (for the purposes of this Agreement, “Competitive Business” shall mean any third party who offers or promotes daily fantasy sports contests, sports gambling, or iGaming products). The Provider shall have 10 days to accept the offer or enter negotiations to accept the offer during such time Venue shall be prohibited from offering the Opportunity to any Competitive Business. The offer of the Opportunity to the Provider shall be substantially similar in form and substance as what would be offered to the Competitive Business. In the event the offer of the Opportunity materially changes from the time that Venue initially offered the Opportunity to the Provider and the time Venue makes an offer of the Opportunity to a Competitive Business, such offer of the Opportunity as materially changed shall be considered a new Opportunity, and Venue shall be obligated to offer such new Opportunity to the Provider prior to offering the new Opportunity to any Competitive Business.

11. Indemnification.

11.1 Intellectual Property Indemnification. Provider will, at its cost and sole expense, defend, indemnify, and hold harmless Venue, and its affiliates, and their officers, directors, shareholders, managers, personnel, users, employees, agents, and representatives, and their successors, and assigns (collectively, “Venue Parties”), from and against all liability, losses, costs, expenses, judgments, actions, investigations, proceedings, claims, disputes, penalties, and damages (including all reasonable attorneys’ fees, costs, and expenses, including court or arbitral costs)(collectively, “Losses”) asserted or threatened against, or incurred by the Venue Parties, as a result of, or arising from a third party claim alleging that the Service and/or Content infringes or violates any intellectual property, priority right or privacy right of any third party, or the use thereof constitutes misappropriated use when caused by a direct action of Provider’s products, services or employees.

11.2 General Indemnification. Each party will, at its cost and sole expense, defend, indemnify, and hold harmless the other party, and its affiliates, and their officers, directors, shareholders, managers, personnel, users, employees, agents, and representatives, and their successors, and assigns, from and against all Losses asserted or threatened against, or incurred by the indemnified parties, as a result of or arising from (a) the indemnifying party’s failure to comply with applicable laws, (b) indemnifying party’s material breach of this Agreement, (c) gross negligence, fraud, or intentional acts or omissions of indemnifying party, and/or (d) in the case of Provider as indemnifying party, (i) any failure of Provider to have the proper authorization, consents or approvals to deliver the Content and Service to Venue for its use hereunder, (ii) any

claim or dispute between Provider and any owner or user of any Content, (iii) claim or dispute between Advertisement publishers and Provider, including with respect to any amounts owed to either party relating to the Advertisement, and/or (iv) Advertisement management, coordination, supervision and/or effectuation of all aspects, elements and matters involving the Advertisement, including the implementation, production, design, development, support, collections of payment and processing thereof.

11.3 Indemnification Procedures. Promptly upon becoming aware of any matter which is subject to indemnification (a "Claim"), the party seeking indemnification (the "Indemnified Party") must give notice of the Claim to the other party (the "Indemnifying Party"), accompanied by a copy of any written documentation regarding the Claim received by the Indemnified Party. The Indemnifying Party will, at its option, settle or defend, at its own expense and with its own counsel, the Claim. The Indemnified Party will have the right, at its option, to participate in the settlement or defense of the Claim, with its own counsel and at its own expense; but the Indemnifying Party, subject to their insurers policy requirements, may have the right to control the settlement or defense. The Indemnifying Party will not enter into any settlement that imposes any liability or obligation on the Indemnified Party without the Indemnified Party's prior written consent. The parties will cooperate in the settlement or defense and give each other full access to all relevant information. If the Indemnifying Party fails to (i) notify the Indemnified Party of the Indemnifying Party's intent to take any action within 30 calendar days after receipt of a notice of a Claim or (ii) proceed in good faith with the prompt resolution of the Claim, the Indemnified Party, with prior written notice to the Indemnifying Party and without waiving any rights to indemnification, including reimbursement of reasonable legal fees and legal costs, may defend or settle the Claim without the prior written consent of the Indemnifying Party. The Indemnifying Party will reimburse the Indemnified Party on demand for all Losses incurred by the Indemnified Party in defending or settling the Claim. Neither party is obligated to indemnify and defend the other with respect to a Claim (or portions of a Claim) if the Indemnified Party fails to promptly notify the Indemnifying Party of the Claim or fails to provide reasonable cooperation and information to defend or settle the Claim (at the Indemnifying Party's expense) to the extent that the failure materially prejudices the Indemnifying Party's ability to satisfactorily defend or settle the Claim.

12. Confidentiality. A Party may not disclose Confidential Information disclosed by the other Party to any other person or entity except to its own employees and professional representatives in connection with such Party's rights and obligations under this Agreement; provided, however, that such employees and professional representatives will have agreed to be bound by the confidentiality terms of this Agreement or have entered into an agreement of similar scope and obligations to protect the disclosing Party's Confidential Information. A Party may not use Confidential Information disclosed by the other Party except as necessary to fulfill its obligations hereunder. The Parties agree that it shall take reasonable measures, at least substantially equivalent to the measures it takes to protect its own Confidential Information, but in no event less than reasonable care to prevent the duplication or disclosure of the disclosing Party's Confidential Information. Each Party shall be permitted to disclose this Agreement and Confidential Information of the disclosing Party to the extent required by law or by order of a governmental body; provided, however, that such Party gives the disclosing Party prompt written notice of such disclosure and an opportunity, at the expense of the disclosing Party, to reasonably defend against such disclosure by way of (1) a motion to quash a legal request, demand or order for such

disclosure or (2) any other available and reasonable means to defend against such disclosure. A Party's confidentiality obligations shall not apply to Confidential Information that is (i) already lawfully known to the other Party without being subject to a prior confidentiality obligation, (ii) independently developed by the receiving Party without use of the Confidential Information of the other Party; (iii) becomes publicly available to the public without breach of any obligation hereunder; or (iv) lawfully obtained from any third party who is not known to be bound by an obligation of confidentiality. The obligations of confidentiality shall continue during the term of this Agreement and shall expire five (5) years after the expiration or sooner termination of this Agreement; provided however that the obligations with respect to any trade secrets shall continue in perpetuity. The receiving Party shall notify the disclosing Party immediately if it learns that an unauthorized person has used, viewed, or copied any portion of the Confidential Information, or that an unauthorized person is or was in possession of the Confidential Information, and will cooperate fully in all reasonable efforts deemed necessary by the disclosing Party to protect the disclosing Party's rights in its Confidential Information. Upon the request of the disclosing Party or upon the termination of this Agreement, and in the absence of any further written agreement between the Parties, the receiving Party shall cease all use of Confidential Information of the disclosing Party and shall, upon the earlier of the other Party's written request or expiration/termination of this Agreement, promptly return, destroy or delete all of the Confidential Information of the disclosing Party and any copies thereof (except that the receiving Party may retain one copy of the Confidential Information solely for archival purposes, which copy shall remain subject to confidentiality obligations hereunder), and shall certify in writing to the disclosing Party that it has done so.

13. Miscellaneous.

13.1 Relationship of Parties. The relationship of the Parties under this Agreement is and will be that of independent contractors, and nothing in this Agreement creates or implies an employment or agency relationship between the Parties, nor will this Agreement be deemed to constitute a joint venture or partnership between the Parties. This Agreement is solely between Provider and Venue and shall not inure to the benefit of third parties.

13.2 Assignment. This Agreement may not be assigned (whether by operation of law or otherwise), transferred, pledged, hypothecated or conveyed by, and the obligations created hereby may not be delegated by, a Party without the express prior written consent of the other Party. Subject to the foregoing in this Section 10.2, this Agreement will inure to the benefit of, be binding upon, and enforceable by the Parties hereto, together with their respective legal representatives, heirs, permitted successors and assigns.

13.3 Governing Law & Jurisdiction. This Agreement is governed by the laws of the State of Nevada. In the event of any dispute involving this Agreement, the parties consent to exclusive jurisdiction and venue in either state or federal courts in Nevada and agree that the prevailing party will be entitled to attorney fees and costs.

13.4 Severability; Waiver. If any provision, or portion thereof, of this Agreement is unenforceable or invalid under, or contrary to, any applicable statute or rule of law, it will be modified to the least extent necessary to make it enforceable, such unenforceability shall not affect any other provision of this Agreement, and the remaining Agreement will remain in full force and

effect. The waiver of any breach will not be construed to be a waiver of any other breach. All waivers must be in writing, and signed by the Party waiving its rights.

13.5 Force Majeure. Neither Party will be held responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay is caused by events or circumstances beyond the delayed Party's reasonable control; provided however, that if such delay or failure in performance extends beyond thirty (30) consecutive days or sixty (60) days in a twelve (12) month period, the performing Party may terminate this Agreement upon written notice to the non-performing Party.

13.6 Notices. In the event notice is required to be given to a Party pursuant to any provision of this Agreement, such notice shall be properly given and in full compliance with this Agreement if such notice is in writing and is: (a) delivered by an internationally recognized overnight courier, postage prepaid; or (b) by personal delivery to the Party to the addresses set forth on the signature page, or at such other address as the Parties may designate by notice hereunder.

13.7 Entire Agreement. This Agreement and the Exhibits constitute the entire agreement between the Parties with respect to its subject matter, and supersedes all prior agreements, proposals, negotiations, representations, or communications relating to the subject matter. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument, and shall become effective when one or more counterparts has been signed by each of the Parties and delivered to the other Party. The headings for the sections herein are inserted for convenience of reference and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

Exhibit A

Description of Service

Commercial Streaming Solutions Inc. is in the business of manufacturing, developing, implementing, and maintaining internet connected hardware devices and software platforms to deliver internet-streaming content and advertising, as well as content, live odds and promotional advertising on-screen and off-screen (including, but not limited to, brand ambassador activations) in connection with iGaming sports betting, for and into commercial business establishments.

Exhibit B

Documentation

Technical Requirements (per TV)

This document outlines the technical requirements for BettorView deployment. At the time of this writing, BettorView requires the following:

Hardware Requirements

1. HD Television display with one free HDMI port
2. BettorView Device with Remote, 5W DC power adapter and 4 ft USB power cable (provided by BettorView)
3. Ethernet Adapter (optional and provided by BettorView, but required if Ethernet networking is used)
4. One free 120V electric outlet within 4ft of the TV HDMI port. The AC adapter accepts 100-240V .20A, 50/60Hz AC input and outputs 5V or 5.25V 1A DC output.

Network Requirements

1. Broadband Internet connection
2. On-site Wifi or Ethernet networking with 5Mbps Internet connection speed per device
3. Firewall access (if applicable)