

1. **Agreement** means the legally binding terms and conditions agreed between Operati and the Customer in relation to the provision of a Service to the Customer and incorporates the (i) Order Form (ii) Third Party Terms (iii) Standard Terms (iv) Statement of Work (if applicable) and (v) Policies.
2. **API** means proprietary application program interface(s) developed and defined by Operati that outline routines, data structure, object classes and protocols and which allows a Customer to interface the Customer operating environment(s) with any Operati Material.
3. **Applicable Law** means all laws of the jurisdiction in which Operati is incorporated, as amended and in force from time to time.
4. **Authorised Users** means the number of named or concurrent End Users permitted to use a Service as more specifically set out in the Order Form.
5. **Billing Start Date** means the date specified in the Order Form that the billing for the recurring Service commences and in the absence of any such date in the Order Form, the first of the month following the Effective Date.
6. **Business Day** means 09.00 to 17.30 any day excluding weekends, bank holidays or other public holidays in the Territory.
7. **Competitor** means any entity that develops or supplies software and services in the same industry sector or has a competitive product to a Service provided by Operati.
8. **Confidential Information** means all information, in whatever medium, relating to the trade secrets, operations, processes, plans, intentions, technical data, product information, know-how, designs, market opportunities, transactions, affairs or business of a Party or its customers, clients, suppliers, holding companies or subsidiaries, all information relating to a Service; the terms of this Agreement; and the negotiations relating to this Agreement.
9. **Control** means the direct or indirect ownership of more than fifty percent (50%) of the outstanding voting securities of a person or entity, or the right to receive more than fifty percent (50%) of the profits or earnings of a person or entity, or the right to control the policy decisions of a person or entity.
10. **Customer** means the customer contracting entity that is a party to the Order Form.

11. **Customer Support Portal** means the website or other access point provided from time to time by which the Customer generally accesses Support from Operati.
12. **Data Centre** means the data centre from time to time from which a Service (or the relevant Software) is hosted.
13. **Data Protection Schedule** means the relevant terms and conditions set out in Schedule 4 which apply in relation to data protection and form part of the Agreement.
14. **Default** means any breach of any obligation or warranty under the Agreement, or any misrepresentation, mis-statement or tortious act or omission (including negligence) arising under or in connection with the Agreement, or the occurrence of any event or series of events which gives rise to a liability of the other Party or an obligation under the Agreement on a Party to indemnify the other Party.
15. **Deliverable** means the items specified as deliverables in the Statement of Work.
16. **Documentation** means the user instructions, release notes, manuals and on-line help files in the form generally made available by Operati, regarding the use of the applicable Operati Material or Service, as updated by Operati from time to time.
17. **Downtime Events** are (i) scheduled maintenance events to a Service or Data Centre (ii) delays or failures caused by telecommunications, ISP, domain name or other third party facilities, including the internet (iii) Force Majeure Events (iv) the execution of emergency maintenance to prevent imminent loss of Customer data or the introduction or reproduction of Malicious Software.
18. **Due Date** means thirty (30) calendar days' from the date of invoice.
19. **Effective Date** means unless otherwise agreed, the date that the last Party signs an Order Form.
20. **End User** means (i) an employee of the Customer and Permitted Organisations (ii) Permitted Sub-Contractors (iii) any consumers of the Customer and any Permitted Organisations who would reasonably need access to the Service in order for the stated business purpose of the Service to be fulfilled.

21. **Error** means a material failure of the Service to conform to its functional specifications reported by a Customer via the Customer Support Portal or helpdesk and replicable by Operati.
22. **Fees** means the sums payable by the Customer to Operati in connection with the Agreement including the Subscription Service Fee, Professional Services Fee and any Other Fees.
23. **Force Majeure Event** means any event impeding the performance by a Party of its obligations under the Agreement arising out of or in connection with circumstances beyond the reasonable control of that Party, which shall include natural disasters, pandemics, epidemics, fire, flood, civil commotion, acts of a government, breakdown of power supplies and of communication lines, cyberattacks, labour disputes (except where caused by a Party), or any other calamity or cause beyond reasonable control.
24. **Good Industry Practice** means, in respect of a Party, the exercise of that degree of skill and diligence, which would reasonably and ordinarily be expected from an experienced person engaged in a similar type of undertaking as that Party under the same or similar circumstances.
25. **Hardware** means computer hardware, equipment and utilities supplied by Operati pursuant to an Order Form.
26. **Implied Terms** means all clauses, warranties and other terms (including Customer purchase terms provided before or after the Effective Date) which are not set out in the Agreement and might have effect between the Parties or be implied or incorporated into the Agreement or any collateral contract whether by trade, custom, course of dealing, Law or otherwise, including any implied clauses, warranties or other terms as to satisfactory quality or fitness for purpose or that any Operati Material will be accurate or complete or that the use of any Service or Operati Material will be uninterrupted or error-free.
27. **Initial Term** means the initial term set out in the Order Form.
28. **Intellectual Property Rights** or **IPR** means any intellectual property rights, of all types or nature whatsoever, including, without limitation, patent, copyright, design rights, trademarks, trade dress, database rights, applications for any of the above,

- moral rights, trade secrets, domain names, URLs, trade names, or any other intellectual or industrial property rights (and any licences in connection with any of the same), whether or not registered or capable of registration, and whether subsisting in any specific country or countries or any other part of the world.
29. **IPR Claim** means a claim by a Third Party alleging that the Customer's use of a Service in accordance with the Agreement infringes the IPR of such Third Party.
30. **Licence(s)** means the relevant Authorised Users as set out in the Order Form.
31. **Malicious Software** means any device or thing that may: prevent, impair, or otherwise adversely affect the operation of any computer software, hardware, or network, telecommunications service, equipment or network, or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any program or data, including the reliability of any program or data (whether by re-arranging, altering or erasing the program or data in whole or part); or adversely affect the user experience, including (without limitation) worms, trojan horses, viruses, logic bombs, time bombs, backdoors, trap doors, artificial intelligence-software and other software used for opponent-profiling, automatic betting and other similar or related behaviour.
32. **Open Source Software** means software that is supplied on an "as is" basis and is supplied to a Customer with all of the rights granted under the applicable Open Source Software Terms.
33. **Open Source Software Terms** means the terms and conditions of any applicable licence terms for the Open Source Software.
34. **Operati** means the Operati contracting entity that is a party to the Order Form.
35. **Operati Material** means any goods, services, software object code and source code, documentation, data, trademarks or logos or information provided and/or created by or on behalf of Operati and used by Operati for the purpose of and/or in connection with the provision of a Service or the performance of any of its obligations under the Agreement.
36. **Order Form** means the sales document signed by both Parties documenting (inter alia) the relevant Service purchased, the Fees and the applicable Licence Metrics.

37. **Other Fees** means any Fees which are not a Subscription Service Fee or a Professional Services Fee.
38. **Party** means individually Operati and the Customer, together referred to as the **Parties**.
39. **Permitted Entity/ies** means Permitted Organisations or Permitted Sub-Contractors.
40. **Permitted Organisations** means any organisations named as such on the Order Form, or any subsidiary of the Customer.
41. **Permitted Sub-Contractors** means subcontractors being persons acting on behalf of the Customer either under (i) an outsourcing or facilities management arrangement on terms requiring the sub-contractor to comply with this Agreement and notified to Operati in advance of any such arrangement; or (ii) a consultancy agreement on terms requiring the sub-contractor to comply with this Agreement.
42. **Personal Data** has the meaning set out in the Data Protection Legislation.
43. **Policies** means the policies set out on the website which may be amended by Operati from time to time;
44. **Professional Services** means development, implementation, planning, configuration, integration, data migration, data conversion, training, project management and other consulting services related to the Service and carrying out of any bespoke modifications.
45. **Professional Services Fees** means the fees payable for Professional Services.
46. **Renewal Term** means each period of twelve (12) months, with the first such period commencing on the day after the end of the Initial Term.
47. **Representative(s)** means collectively each Party's and its affiliates' respective directors, employees, officers, subcontractors, or professional advisors;
48. **Right to Access and Use** means the licence and capability to log onto a software as a service solution or a hosted solution (in accordance with Schedule 2) through a URL using a user ID and password (or such other authentication system as may be

used from time to time) via a browser stipulated from time to time by Operati together with the right to use the same subject to:

- 48.1. the Customer and any Permitted Organisations only using the Service for their own internal business operations;
 - 48.2. the Customer not permitting access to the Service by any third party other than to any Permitted Sub-Contractors;
 - 48.3. the Customer and any Permitted Organisations not permitting access other than to consumers of the Customer and any Permitted Organisations who would reasonably need access to the Service in order for the stated business purpose of the Service to be fulfilled without the prior written permission of Operati to do so and for the avoidance of doubt not providing processing services to (or as a service bureau for) any third party
 - 48.4. the Customer and any Permitted Entities not attempting to copy, decompile, disassemble, reverse engineer or duplicate the Service;
 - 48.5. the Customer and any Permitted Entities not purporting to assign, transfer, mortgage, charge, part with possession, or in any way deal with any of its rights, duties, or obligations under the Service without the previous consent in writing of Operati.
49. **Schedules** means the following schedules to the Standard Terms:
Schedule 1 - Definitions
Schedule 2 - Service Terms – SaaS and Hosting
Schedule 3 - Service Terms - Professional Services
Schedule 4 - Data Protection Schedule
50. **Service Terms** means terms which apply to the provision of a Service and include (i) Schedule 2 which applies to software-as-a-service solutions or hosting solutions for Software in a production environment listed on the Order Form (ii) Schedule 3 which applies to Professional Services listed on the Order Form and (iii) Schedule 4 which deals with data protection.
51. **Service** means collectively any Software, products and services offered by Operati including software-as-a-service solutions or hosting solutions and listed on an Order Form.

52. **Service Description** means the service description for the relevant Service and includes the Service Platform Overview as may be amended by Operati from time to time.
53. **Service Platform Overview** means the document available online.
54. **Service Support Lifecycle** means the Service support lifecycle set out in the Service Support Policy.
55. **Service Support Policy** means the terms and conditions set out in the Customer Support Handbook as supplemented by information available online which includes for example timeframes around Updates and supported versions / Upgrade requirements.
56. **Software** means collectively any software offered by Operati and listed on an Order Form.
57. **Standard Terms** means the document which includes Schedules 1-4 as applicable.
58. **Statement of Work** means a document agreed between the Parties setting out details of the Professional Services to be provided by Operati to the Customer.
59. **Subscription Service** means a Service made available by Operati for a Customer's access and use on a subscription basis, as detailed in the Order Form.
60. **Subscription Service Fee** means the fees payable for a Subscription Service.
61. **Sub-Processor** means any third party processor of data which may be contracted by Operati as part of the Service.
62. **Service Support** means (i) for a Service, the application support as may be selected by a Customer in an Order Form together with the provision of Updates if and when available, (ii) platform support (if relevant), (iii) support from a Third Party Supplier (if relevant) and (iv) for supported Hardware, the technical level of assistance as may be selected by a Customer. Service Support is provided subject to the terms of the Service Support Policy (as may be amended by Operati from time to time) in effect at the time the Service Support is provided.
63. **Support Contacts** means the person(s) authorised by the Customer and registered by the Customer with Operati to communicate with, request and receive the

Support Services. The maximum number of Support Contact(s) is one, unless otherwise agreed in writing. Additional Fees apply if the Customer requires additional Support Contacts.

64. **Term** means the Initial Term and any Renewal Term.
65. **Territory** means the country where Operati has its registered office.
66. **Third Party** means a legal entity which is not the Parties.
67. **Third Party Service(s)** means any SaaS, software, cloud services, support services, consulting services or other services provided by a Third Party Supplier (via Operati) to the Customer under the Agreement as may be amended by the Third Party Supplier from time to time.
68. **Third Party Supplier** means a supplier of Third Party Service(s).
69. **Third Party Support Policy** means any support available from a Third Party Supplier for its Third Party Service(s).
70. **Third Party Terms** means the applicable third party terms set out on the website (or in default of any third party terms set out on the website, then the Third Party Supplier's standard terms of use OR the same terms as apply to the Service, at the direction of Operati).
71. **Training Support** means End User training provided by Operati.
72. **Update** means any updates, patches or fixes to the Service provided by Operati to overcome defects, bugs or faults in the Service and is included in the Fees, but excludes any Upgrades.
73. **Upgrade** means any upgrade that enhances, expands or provides additional features and functionalities to the Service and may from time to time be chargeable in addition to the Fees.
74. **Usage Data** means metrics and information regarding Customer's use of the Service or Third Party Service (including evaluating how End Users use the Service or Third Party Service) and which is collected by Operati.