

Certification Mark License Agreement

This Certification Mark License Agreement (“**Agreement**”) is entered into effective as of the “Effective Date” as defined herein by and between Gaming Laboratories International LLC, a Delaware limited liability company (“**GLI**”), and the applicant submitting an Application to use the “Certification Mark” identified herein (“**Licensee**”) (each individually a “**Party**”, and collectively the “**Parties**”).

WHEREAS, GLI owns the Gaming Labs Certified® certification mark, defined herein as the “Certification Mark”;

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

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

NOW, THEREFORE, in consideration of the foregoing premises, mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

- 1. DEFINITIONS.** For the purpose of this Agreement, the following definitions apply:
 - 1.1. “Affiliate”** of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise/ownership, beneficially or of record, of more than fifty percent (50%) of the voting securities of a Person.
 - 1.2. “Application”** means the online application submitted at www.gaminglabs.com/gli-certified-mark (or any successor thereto) requesting the license (or sublicense) granted under this Agreement.
 - 1.3. “Approval Issue Date”** means the date upon which GLI issued to Licensee a “Notice of Approval” to use the Certification Mark.

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- 1.4. “Certificate”** means the report issued by GLI as a result of the Certification process.
- 1.5. “Certificate of Integrity”** describes the product(s) associated with the Certification Mark and is viewable via a hyperlink embedded in the Certification Mark, which, subject to GLI’s approval, a Licensee might display on its webpage.
- 1.6. “Certification”** consists of the technical process in which Licensee submits its product for certification testing at GLI’s designated laboratory, the testing process by which GLI confirms that the product meets the certification requirements, and the administrative process by which GLI issues the certification.
- 1.7. “Certification Mark”** means the mark “GAMING LABS CERTIFIED” and various design marks incorporating the terms “GAMING LABS CERTIFIED” identified in the Certification Scheme as defined herein and any additional certification marks that GLI may adopt in the future.
- 1.8. “Certification Scheme”** means the GLI Product Certification Scheme available while completing the Application and at www.gaminglabs.com/gli-certified-mark (or any successor thereto).
- 1.9. “Certified Product”** means a product that has successfully completed the Certification process. The Certified Products to which this Agreement applies are listed in Schedule 1.
- 1.10. “Effective Date”** shall have the meaning given in Section 7.1.
- 1.11. “Execute”, “Executes”, “Executed” and “Executing”** each means to agree by action or electronic transmission to be bound by the terms, conditions and provisions of this Agreement. This Agreement is Executed by Licensee upon Licensee’s electronic acknowledgement of the Agreement terms as part of the Application. This Agreement is Executed by GLI when GLI sends the Notice of Approval to Licensee.
- 1.12. “Initial Term”** shall have the meaning given in Section 7.2.
- 1.13. “Losses”** means losses, damages, liabilities, deficiencies, claims, actions, judgements, settlements, interests, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys’ fees and the cost of enforcing any right to indemnification hereunder.

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1.14. “Maintenance and Monitoring Fee” means the respective fee owed to GLI pursuant to Section 5.

1.15. “Notice of Approval” means a letter, email or other written communication from GLI to Licensee providing formal approval of Licensee’s Application to use the Certification Mark. Information about the Application process can be found at www.gaminglabs.com/gli-certified-mark (or any successor thereto).

1.16. “Notice of Renewal” means a letter, email or other written communication from GLI to Licensee providing formal notice that this Agreement has been renewed.

1.17. “Person” means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association, or other entity.

1.18. “Renewal Term” shall have the meaning given in Section 8.1.1.

2. GRANT OF CERTIFICATION MARK LICENSE

2.1. Certification Mark License. Subject to the terms of this Agreement, GLI hereby grants to Licensee a limited, non-exclusive, worldwide, revocable, non-transferable license to use the Certification Mark in connection with the Certified Product.

2.2. Reservation of Rights. GLI hereby reserves all rights not expressly granted to Licensee herein. GLI reserves to itself all right, title and interest in and to the Certification Mark. Additionally, GLI has absolute control and discretion regarding the Certification Mark and the Certification process.

2.3. Acknowledgement of Ownership. Licensee acknowledges that GLI is the owner of the Certification Mark, the Certificate of Integrity, and all goodwill related thereto, and all use of the Certification Mark or Certificate of Integrity under this Agreement and any goodwill accruing from such use will inure solely to GLI’s benefit.

3. LICENSEE’S OBLIGATIONS

3.1. General Obligations.

3.1.1. Licensee will at all times comply with all laws, regulations, ordinances, rules and orders that are applicable to it in connection with its manufacture, sale, and/or supply of the Certified Product and the operation of its business generally.

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- 3.1.1.1.** Licensee shall not use the Certification Mark on any website or offering of the Certified Product in a jurisdiction where it is not legal for the Certified Product to be offered or played, or where the Licensee has received a cease and desist letter (or its equivalent).
- 3.1.2.** Licensee shall not use the Certification Mark (or any mark confusingly similar thereto), individually or in combination, as part of its corporate, trade name or any domain name.
- 3.1.3.** Licensee shall provide GLI with written notice of any changes to its information included in the Application, including, but not limited to, Licensee's contact information, licensing information and usage information.
- 3.1.4.** Licensee shall submit any press releases referencing the Certification Mark to GLI to be reviewed and approved in writing before release to the public.
- 3.1.5.** To the extent it is necessary to the Parties' performance of their obligations under this Agreement, Licensee shall cooperate in providing GLI access to (or assisting GLI in gaining access to) Licensee's documents, materials, and Certified Products, including providing GLI with access to websites and mobile applications, and providing samples of use of the Certification Mark in advertising, promotional and marketing materials.

3.2. Obligations to Act as a Good Steward of the Certification Mark.

- 3.2.1.** Licensee shall not make, infer, or permit any misleading statement regarding GLI, Certification, the Certification Scheme or the Certification Mark.
- 3.2.2.** Licensee shall not use the Certification Mark: (a) in a manner that is likely to reduce, diminish or damage the goodwill, value or reputation associated with GLI, Certification, the Certification Scheme or the Certification Mark; (b) in a manner that infringes or violates the rights of any third parties; or (c) in a manner that would result in a third party claim or result in a governmental investigation, claim or proceeding alleging unlawful or improper use of the Certification Mark.
- 3.2.3.** Licensee shall ensure that all materials bearing the Certification Mark are marked with the appropriate trademark notices.

Certification Mark License Agreement**3.3. Obligations of Use of the Certification Mark in Connection with a Certified Product.**

- 3.3.1.** Licensee must hyperlink any digital use of the Certification Mark to the Certificate of Integrity.
- 3.3.2.** Licensee must comply with the Certification Scheme.
- 3.3.3.** The Certification Mark shall not be used in connection with any Certified Product that is no longer in the condition it was in at the time it was tested and certified by GLI.
- 3.3.4.** The Certification Mark may only be used to represent the conformity of the Certified Product against the regulatory or GLI standard for which it was tested, as stated in the Certificate of Integrity. The Certification Mark cannot be used to represent the endorsement of the Certified Product by GLI.
- 3.3.5.** For any Certified Product that the Certification Mark is being used in connection with, Licensee shall maintain compliance with the specifications and standards for which the product was certified under by GLI.
 - 3.3.5.1.** Licensee must notify GLI regarding any change to such Certified Product which may require Licensee to resubmit the Certified Product for testing, at Licensee's sole cost and expense, if GLI determines in its sole discretion that retesting is warranted.
 - 3.3.5.2.** Within the final permitted Renewal Term, if Licensee wishes to continue utilizing the Certification Mark, Licensee shall resubmit the Certified Product for Certification.
- 3.3.6.** Licensee must notify GLI in writing regarding any change to the name of the Certified Product. The Certified Product name cannot cause confusion regarding the Certification status of any feature or function of the Certified Product.
- 3.3.7.** Licensee must maintain customer service standards no less than the industry standard and respond in a timely and professional manner to customer complaints regarding Certified Products.

3.4. Limitations on Use of the Certification Mark.

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3.4.1. The Certification Mark shall not be displayed directly on a Certified Product or on product packaging.

3.4.2. The Certification Mark shall not be used on business cards, buildings, organizational flags, banners, letterhead, emails, or vehicles.

3.5. Enforcement Obligations. Licensee will promptly notify GLI in writing if it becomes aware of any infringement or violation of the Certification Mark by a third party. In any dispute with a third party that arises from such notification, GLI shall have exclusive control over any claim or proceeding at its own expense. Licensee shall provide all assistance that GLI may reasonably require in the conduct of any claim or proceeding.

3.6. Quality Control Obligations.

3.6.1. Licensee shall comply strictly with GLI's directions regarding the form and manner of the application of the Certification Mark, including the directions contained in the Certification Scheme. Licensee shall use the Certification Mark in a manner consistent with the standards, quality, style, and image in the Certification Scheme. Licensee may not modify, enhance, change, or use a partial version of the Certification Mark, or combine it with any other mark word, term, symbol, insignia, logo, design, or other source of origin.

3.6.2. Licensee shall send to GLI, for its written approval, a sample of any use of the Certification Mark in advertising, marketing or promotional materials, including any use on the Internet, including on any website (meaning, any specific URL), mobile application, or social media application or site, or any other materials for distribution. Licensee shall not use any materials bearing the Certification Mark that has not been approved by GLI.

4. GLI'S OBLIGATIONS.

4.1. Obligation to Maintain Registration. GLI shall take all reasonable steps to maintain the existing registration of the Certified Mark and to take action against misuse of the Certification Mark.

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4.2. Obligation to Evaluate and Approve Materials. GLI shall evaluate submitted samples of Licensee's use of the Certification Mark. GLI shall not unreasonably withhold approval of samples that conform with the Certification Scheme.

4.2.1. If GLI disapproves of such material, it shall give written notice of such disapproval to Licensee within 30 days of receipt of the materials.

4.2.2. In the absence of a written notice of approval within 30 days of GLI's receipt of the materials, the materials will be deemed to have been disapproved by GLI.

4.3. Obligation to Perform Inspection and Monitoring Activities. GLI will periodically, no less than annually, verify Licensee's conformance to the requirements of this Agreement.

5. MAINTENANCE AND MONITORING FEE.

5.1. On each respective Effective Date or Renewal Date, Licensee (or, if applicable, Licensee's sublicensee in accordance with Section 6.4) shall pay to GLI a non-refundable fee (the "Maintenance and Monitoring Fee") in the applicable amount as follows:

Term	Annual Fee
Initial Term within One Year of Issue of Original Certification	Included in certification fee
Initial Term More than One Year After Issue of Original Certification	\$500.00
Renewal Term	\$1,000.00
Sublicense	\$1,250.00

All monetary amounts are in United States Dollars (USD).

5.2. Licensee will be invoiced for the Maintenance and Monitoring Fee in their local or preferred currency for the equivalent of the Maintenance and Monitoring Fee converted at the time the invoice is issued.

5.3. The Maintenance and Monitoring Fee shall be due within thirty (30) days of Licensee's receipt of such invoice.

5.4. GLI reserves the right to adjust each applicable Maintenance and Monitoring Fee no more than once per calendar year. Licensee shall be advised of such adjustments in price in the notification from GLI prior to the Renewal Date further described in Sec. 8.3.1. herein.

Certification Mark License Agreement**6. SUBLICENSE OF CERTIFICATION MARK.**

6.1. Sublicense. Licensee shall have the right to designate third parties to receive a limited, non-exclusive, revocable, non-transferable sublicense to use the Certification Mark, subject to this Section 6. However, no holder of a sublicense shall have the right to transfer or grant a sublicense to any other third party.

6.2. Procedure. If a third party advertises, promotes, markets or sells Licensee's Certified Product, and that third party desires to use the Certification Mark in connection with the advertisement, promotion, marketing or sale of that Certified Product, then: (a) Licensee must request in writing that GLI approve such third party as a sublicensee; (b) the third party shall be required to submit an Application for a sublicense to use the Certification Mark; and (c) once approved as a sublicensee, such third party shall only use the Certification Mark in connection with the advertisement, promotion, marketing and sale of Licensee's Certified Product. GLI shall process all Applications so submitted and approve third-party applicants that satisfy all relevant criteria, in GLI's sole discretion.

6.3. Sublicense Acknowledgement. A sublicensee, once approved by GLI, must sign an acknowledgement in the form of Exhibit B. GLI reserves the right to enforce the terms of this Agreement against any approved sublicensee.

6.4. Sublicense Fee. Each sublicense shall cost a \$1,250.00 annual fee, as set out in Section 5. The fee shall be paid by either the Licensee or its sublicensee, as those parties determine.

6.5. Licensee Liability for Sublicensee. Licensee is liable for all acts and omissions of any of their sublicensees, and shall indemnify, defend, and hold harmless GLI against any and all Losses GLI incurs or suffers, or for which GLI may become liable, arising out any of Licensee's sublicensees' acts or omissions arising in connection with use of the Certification Mark.

7. TERM AND TERMINATION.

7.1. Effective Date. This Agreement shall commence and the licenses granted hereunder shall become effective (the "Effective Date") as of the Approval Issue Date.

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7.2. Initial Term. The Initial Term of this Agreement shall run from the Effective Date through and including the last day of the calendar month 1 year from the Effective Date (the “Initial Term”).

7.3. Termination Without Cause.

7.3.1. GLI may terminate this Agreement for any reason upon giving written notice of not less than 30 days to Licensee.

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

7.4. Termination for Cause. GLI may terminate this Agreement immediately upon written notice to Licensee if:

7.4.1. Licensee fails to pay any of the fees in Section 5 on the due date of payment and remains in default not less than 30 days after being notified to make such payment;

7.4.2. Licensee breaches this Agreement (other than failure to pay any amounts under this Agreement) and, if such breach is curable, fail to cure such breach within 14 days of being notified to do so; or

7.4.3. Licensee (a) becomes insolvent or admits its inability to pay its debts generally as they become due; (b) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within 10 business days or is not dismissed or vacated within 45 days after filing; (c) is dissolved or liquidated or takes any corporate action for such purpose; (d) makes a general assignment for the benefit of creditors; or (e) has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

7.5. Effects of Termination. On the expiration or termination of this Agreement for any reason and subject to any express provisions set out elsewhere in this Agreement all rights and licenses granted to Licensee pursuant to this Agreement cease, and Licensee shall cease all use of the Certification Mark. In no event, regardless of

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termination with or without cause, shall the Maintenance and Monitoring Fee become refundable.

- 8. RENEWAL.** This Agreement may be renewed, upon written confirmation from Licensee, prior to the end of the then current term.

8.1. Renewal Term.

8.1.1. Each renewal term (each, a “Renewal Term”) will run from the end of the prior term (a prior Initial Term or Renewal Term), through and including the last day of the calendar month that is 1 year from the end of the prior term.

8.1.2. The Agreement may be renewed for two (2) subsequent Renewal Terms.

8.1.3. For clarity, the Initial Term is from the initial approval of the application for use of the Mark to the last day of the corresponding month one year later, the first Renewal Term is from the last day of the Initial term to the last day of the corresponding month one year later, and the second Renewal Term is from the last day of the preceding Renewal Term to the last day of the corresponding month one year later.

- 8.2.** At the conclusion of the end of the second Renewal Term, or at any time as deemed necessary in GLI’s reasonable determination, Licensee must submit to retesting of the Certified Product for which they wish to continue using the Mark.

8.2.1. GLI may require, at its sole discretion, retesting every three years or upon its reasonable belief retesting should occur, during such time as the Licensee uses the Certification Mark.

8.3. Procedure.

8.3.1. Notification. No less than 30 days from the expiry of the prior term (a prior Initial Term or Renewal Term), GLI will notify Licensee that the prior term will be concluding on the Renewal Date. In this notification, GLI shall include a then-current copy of the Certification Mark License Agreement, a Renewal Acknowledgment Form (in the substantial form of Exhibit A), and an invoice for the Maintenance and Monitoring Fee for the Renewal Term.

8.3.2. Response. Licensee, in the event they wish to renew the Agreement, shall execute and return the Renewal Acknowledgment Form and pay the invoice for the applicable Maintenance and Monitoring Fee.

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8.3.3. Notice of Renewal. No renewal shall be effective unless and until GLI issues to Licensee a Notice of Renewal upon the receipt of Licensee's response described above.

8.4. Except as provided above, neither Licensee nor GLI shall, as a result of entry into or performance under this Agreement, be obligated to renew or extend this Agreement in any respect.

9. BREACH OF AGREEMENT.

9.1. Licensee's breach of any term in Section 3.1 or 3.3 of this Agreement is cause for immediate termination of this Agreement by GLI.

9.2. Licensee's breach of any term in Section 3.2, 3.4, or 3.6 of this Agreement is subject to the following action:

9.2.1. Any noncompliance requiring correction will be reported by GLI to Licensee through a written notification.

9.2.2. Licensee shall immediately (in no event more than 14 days), at its sole cost and expense, correct any usage of the Certification Mark that GLI determines fails to comply with this Agreement and the Certification Scheme.

9.3. Termination pursuant to this Section 9 or failure to comply with the request to correct noncompliance may result in the withdrawal of the Certificate of Integrity, revocation of authorization to use the Certification Mark, posting a notice of withdrawal on the website at www.gaminglabs.com/gli-certified-mark (or any successor thereto), and/or taking other necessary or appropriate administrative or legal action.

10. NO WARRANTY BY GLI. Licensee acknowledges that, except as expressly set forth in this Agreement, the rights granted hereunder are provided on an "AS IS" basis, and that GLI provides the license granted hereunder without any warranty of any kind. GLI expressly disclaims any warranty of merchantability, fitness for a particular purpose or noninfringement. GLI makes no representation about any Certified Product or any product associated with the Certification Mark and expressly disclaims any warranty of fitness for a particular purpose of the same. GLI cannot guarantee and does not promise any specific results from use of any Certified Products or any products associated with the Certification Mark.

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11. LIMITATION OF LIABILITY. IN NO EVENT SHALL GLI BE LIABLE FOR ANY LOST PROFITS OR SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE GRANT OF A LICENSE TO USE THE CERTIFICATION MARK, OR ANY SERVICES PROVIDED BY GLI, INCLUDING THE CERTIFICATION SCHEME, REGARDLESS OF THE LEGAL THEORY UPON WHICH SUCH CLAIM IS BASED, EVEN IF GLI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF WHETHER ANY LIMITATION ON REMEDIES IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

12. INDEMNIFICATION. Licensee agrees to defend, indemnify, and hold harmless GLI and its licensors, subsidiaries, Affiliates, successors and assigns and their respective directors, officers, agents, members, owners, and employees against any and all claims, suits, costs, damages, judgments, attorneys' fees, settlements and/or expenses incurred, caused by, arising from or relating to: (a) any breach or violation of this Agreement by Licensee, or (b) any claim by a third party, whether for personal injury, misrepresentation, or otherwise, arising out of or relating to the manufacture, advertising, promotion, use, marketing or sale of any Certified Product or any other use or exploitation of the Certification Mark on or in connection with any goods or services.

13. EQUITABLE RELIEF. Licensee acknowledges that a breach by Licensee of this Agreement may cause GLI irreparable harm, for which an award of damages would not be adequate compensation and agrees that, in the event of such a breach or threatened breach, GLI will be entitled to equitable relief, including in the form of a restraining order, orders for preliminary or permanent injunction, specific performance, and any other relief that may be available from any court, and Licensee hereby waives any requirement for the securing or posting of any bond or the showing of actual monetary damages in connection with such relief. These remedies will not be deemed to be exclusive but are in addition to all other remedies available under this Agreement at law or in equity, subject to any express exclusions or limitations in this Agreement to the contrary.

14. CHANGES TO THIS AGREEMENT. GLI may change the terms and conditions of this Agreement in its sole discretion from time to time. GLI will make available for Licensee's

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reference the latest version of this Agreement during the renewal process, which changes will become effective if and when GLI issues a Notice of Renewal to Licensee. Licensee's execution of the Renewal Acknowledgement Form means that Licensee accepts and agrees to the changes to this Agreement.

15. REPRESENTATIONS OF LICENSEE. Licensee represents and warrants to GLI as follows:

- 15.1.** The Person Executing this Agreement on behalf of Licensee is authorized to do so.
- 15.2.** This Agreement, upon its Execution by Licensee (and assuming Execution by GLI), shall be the binding obligation of Licensee, and enforceable in accordance with its terms.
- 15.3.** Each Certified Product that Licensee sells or distributes to the public will substantially conform to the specifications of the product that Licensee submitted for Certification.
- 15.4.** Licensee acknowledges GLI's exclusive right, title and interest in and to the Certification Mark and acknowledges that nothing herein shall be construed to accord to Licensee any rights in the Certification Mark except as otherwise expressly set forth herein.
- 15.5.** Licensee will not challenge GLI's rights under its Certification program, the Certification Scheme, or this Agreement and will not challenge the validity, registration or GLI's ownership of the Certification Mark.
- 15.6.** Licensee will not, either during or subsequent to the term of this Agreement, adopt, use, or register any certification mark, trademark, service mark, trade name, word, term, symbol, insignia, logo, design, or other source of origin that is confusingly similar to or a colorable imitation of the Certification Mark.
- 15.7.** Licensee will not do or cause to be done or omit to do anything, the doing, causing, or omitting of which would contest or in any way impair or tend to impair the rights of GLI in the Certification Mark.

16. MISCELLANEOUS.

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- 16.1. Severability; Headings.** If any provision herein is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section.
- 16.2. Independent Contractors.** The Parties are independent contractors, and no agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended or created by this Agreement. Neither Party is authorized to create any obligation, express or implied, on behalf of the other Party, nor shall it make or give any warranties or representations on behalf of the other Party.
- 16.3. Notice.** GLI may give notice to Licensee by personal delivery, mail, or courier to Licensee's physical address or by email to the email address identified in the Application or currently on record. Licensee may give notice to GLI by personal delivery, mail, courier to 600 Airport Road, Lakewood, NJ 08701, USA, or by email to certmark@gaminglabs.com. Notice shall be deemed given: upon receipt of personal delivery; upon the courier's confirmed delivery if sent by courier; and if sent by mail with proper postage prepaid, five (5) days after the date of mailing. Notices sent by email shall be deemed given by the end of the business day on which they are sent. Either party may change the address to which communications are to be sent by giving notice of such change of address in conformity with the provisions of this Section.
- 16.4. Entire Agreement; Waiver.** This Agreement sets forth the entire understanding and agreement of the Parties and supersedes any and all oral or written agreements or understandings between the parties as to the subject matter of this Agreement. The waiver of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach.
- 16.5. Assignment.** Licensee may not transfer its rights or obligations under this Agreement in whole or in part to any third party without the prior written consent of GLI and any attempt to do so is void and without effect.

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16.6. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of New Jersey, without regard to any conflict of law principles to the contrary. Both Parties agree to submit to the jurisdiction of the state and federal courts located in the State of New Jersey and further agree that any cause of action arising under this Agreement shall be brought in the federal or state courts of or for Ocean County, New Jersey.

16.7. Counterparts. This Agreement may be executed simultaneously in counterparts, each of which will be deemed to be an original, and both of which together will constitute one and the same instrument. The delivery of a signature by email will have the same force and effect as the delivery of an original signature.

IN WITNESS WHEREOF, the parties have caused this Agreement to be Executed by their duly authorized representatives as set forth herein.

GLI
 Name: James Maida
 Entity: Gaming Laboratories International (GLI)
 Title: President
 Address: 600 Airport Road, Lakewood NJ 08701
 Signature: *James R Maida*
 Date: 05/28/2026

LICENSEE
 Name: _____
 Entity: _____
 Title: _____
 Address: _____
 Signature: _____
 Date: _____



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SCHEDULE 1

Licensee: Intergalactic Social Media LLC.

Certified Products subject to the terms of the Agreement:

PokerSupreme GLI RNG Certification RNG

Certification Mark License Agreement**EXHIBIT A****RENEWAL ACKNOWLEDGMENT FORM**

This Renewal Acknowledgment (“**Acknowledgment**”) is executed as of the date set forth in favor of [Licensee], the authorized licensee of certain rights in the Certification Mark owned by GLI and in recognition of the terms of the Certification Mark License Agreement dated [●] between GLI and Licensee (the “**Master License**”).

Any capitalized terms in this Acknowledgement not defined herein have the meaning ascribed to them in the Master License.

1. Acknowledgment of Renewal Licensor hereby: (a) acknowledges and confirms the renewal of the Licensing Agreement for an additional one-year term, commencing on [current Renewal Date] and expiring on [next Renewal Date] (the “**Renewal Term**”), pursuant to Section 6 of the Master License; and (b) confirms that such renewal has been validly exercised and is effective without interruption to Licensee’s rights under the Master License.

3. Reaffirmation of Licensing Agreement. Licensor further acknowledges and agrees that all terms, conditions, representations and warranties, obligations, limitations, quality-control requirements, and rights set forth in the Master License remain unchanged and in full force and effect during the Renewal Term; and except as expressly renewed hereby, the Master License is not amended, modified, waived, or superseded by this Acknowledgment.

4. No Waiver. Nothing in this Acknowledgment shall be deemed a waiver of any right, remedy, or enforcement action available to GLI under the Master License or applicable law, or a consent to any act requiring GLI’s prior written approval under the Master License.

LICENSEE

Name: _____

Entity: _____

Title: _____

Address: _____

Signature: _____

Date: _____

Certification Mark License Agreement**EXHIBIT B****SUBLICENSEE ACKNOWLEDGMENT FORM**

This Sublicensee Acknowledgment (“**Acknowledgment**”) is executed as of the date set forth below by the undersigned (“**Sublicensee**”) in favor of [Licensee], the authorized licensee of certain rights in the Certification Mark owned by Gaming Laboratories International, LLC (“**GLI**”) and in recognition of the terms of the Certification Mark License Agreement dated [] between GLI and Licensee (the “**Master License**”).

Any capitalized terms in this Acknowledgement not defined herein have the meaning ascribed to them in the Master License.

1. Acknowledgment of Sublicense. Sublicensee acknowledges that it has been granted a limited, non-exclusive, non-transferable sublicense (the “**Sublicense**”) by Licensee to use the Certification Mark solely in accordance with the terms of the Sublicense and only in connection the approved Certified Products defined therein.

2. Agreement to Be Bound by Master License. Sublicensee expressly agrees (a) to be bound by, and to comply with, all terms, conditions, restrictions, and quality-control requirements of the Master License, as such terms govern any use of the Certification Mark; and (b) that any breach by Sublicensee of obligations that would constitute a breach if committed by Licensee shall be deemed a material breach of the Sublicense. Sublicensee acknowledges that it has been provided access to, or a summary of, all provisions of the Master License that relate to use of the Certification Mark and quality-control obligations.

3. Certification Scheme Compliance. Sublicensee further acknowledges and agrees that use of the Certification Mark is conditioned upon compliance with the Certification Scheme and failure to do so shall constitute a material breach of the Sublicense and shall automatically suspend Sublicensee’s right to use the Marks until cured to Licensee’s and GLI’s satisfaction.

4. Quality Control and Inspection. Sublicensee acknowledges and agrees that Licensor (or their designees) shall have the right to monitor Sublicensee’s materials bearing/displaying the Certification Mark for the purpose of verifying compliance with the Master License, the Sublicense, and the Certification Scheme, and Sublicensee shall promptly implement any corrective actions reasonably required by GLI.

5. No Further Sublicensing. Sublicensee shall not sublicense, assign, delegate, or otherwise transfer any rights to use the Certification Mark.

6. Acknowledgment of Ownership. Sublicensee acknowledges that GLI is the sole and exclusive owner of the Certification Mark, that Sublicensee acquires no ownership interest through the Sublicense, and that all goodwill arising from Sublicensee’s use of the

Certification Mark License Agreement

Certification Mark inures exclusively to GLI's benefit.

7. Termination. Sublicensee acknowledges and agrees that its rights under the Sublicense shall automatically terminate upon (i) termination or expiration of the Master License, (ii) termination of the Sublicense by Licensee or GLI, or (iii) Sublicensee's failure to comply with the Master License or the Certification Scheme. Upon termination, Sublicensee shall immediately cease all use of the Certification Mark.

8. Confirmation. By signing below, Sublicensee confirms and agrees that: it has reviewed or has been given the opportunity to review the applicable portions of the Master License and the Certification Scheme; it fully understands the obligations imposed upon it; and it accepts and agrees to be legally bound by all such obligations.

SUBLICENSEE

Name: _____

Entity: _____

Title: _____

Address: _____

Signature: _____

Date: _____

LICENSEE

Name: _____

Entity: _____

Title: _____

Address: _____

Signature: _____

Date: _____