

# INDEMNIFICATION AGREEMENT

PLEASE REVIEW THESE TERMS (THIS “AGREEMENT”) CAREFULLY AS THEY CONSTITUTE A LEGAL AGREEMENT BETWEEN YOU (“CUSTOMER”) AND Horizon Players Room (“Horizon Players Room”) WITH RESPECT TO CUSTOMER’S USE OF THE SERVICES. BY USING THE SERVICES, YOU AGREE TO BE BOUND BY EACH OF THE TERMS AND CONDITIONS SET FORTH HEREIN. IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN, YOU MAY NOT ACCESS, REGISTER FOR, OR USE THE SERVICES. Horizon Players Room and Customer may be referred to herein individually as a “Party,” and together as the “Parties.”

## DEFINITIONS

1.1. “Services” means the combination of Software and Support Services as defined below.

1.2. “Software” means the Horizon Players Room proprietary software in any form and related documentation delivered to or downloaded by Customer. The term “Software” also includes any updates, upgrades or other new features, functionality or enhancements to the Software provided to Customer by Horizon Players Room or its resellers or agents as part of a new purchase, through Support Services or otherwise. All references to the “purchase” or “sale” of Software mean the granting of a license to use such Software under the terms of this Agreement.

1.3. “Support Services” may include, depending on Customer’s purchase selections, any or all of the following: product installation support and/or customary technical support and maintenance services.

## GENERAL

2.1. Scope of Agreement. This Agreement applies to Customer’s purchase and use of all Services from Horizon Players Room.

2.2. Authority. Each Party represents and warrants to the other Party that: (a) its performance under this Agreement will not violate any applicable law; (b) it is duly formed, validly existing and in good standing under the laws of the jurisdiction of its formation; and (c) it has the full right, power and authority to enter into this Agreement and to perform its obligations hereunder.

## LICENSE

Subject to the terms and conditions set forth in this Agreement Horizon Players Room grants Customer a nonexclusive, nontransferable, non-sublicensable and revocable right and license to: (a) install and use an object code version of the Software in accordance with the related documentation solely for its own internal business operations; (b) reproduce and distribute internally a reasonable number of copies of the documentation with respect to the Software provided Horizon Players Room (the “Documentation”), provided that Customer must include on all copies of such Documentation all Horizon Players Room

trademarks, trade names, logos and notices present thereon as originally provided by Horizon Players Room. Horizon Players Room reserves all rights in the Software not expressly granted to Customer under this Agreement.

#### LIMITATIONS ON USE

4.1. No Right to Source Code. Customer acknowledges that the source code and underlying structure and algorithms of the Software are the property and proprietary trade secrets of Horizon Players Room. No license is granted to use source code of the Software and all such use is expressly prohibited; and Customer agrees not to: (i) modify, reverse engineer, decompile, translate, or disassemble the Software, (ii) obtain or attempt to create, derive, or obtain the source code of the Software, (iii) create a source code equivalent of or derivative of the Software, or (iv) cause or permit any third party to do any of the foregoing.

4.2. No Right to Transfer, Resell, or Provide Services. Customer is expressly prohibited from: (a) assigning, distributing, licensing, sublicensing, selling, renting, leasing, granting a security interest in, or otherwise transferring any rights in or to the Software; and (b) reselling the Software, using the Software to provide any type of paid or unpaid services to third parties (including, without limitation, incorporating any part of the Software into a product or service Customer provides to a third party), or otherwise making the Software available to third parties, whether on a time-sharing, service provider, hosting, or other basis.

4.3. Use of Coded Instructions. Customer acknowledges and agrees that the Software may contain coded instructions which will: (a) limit the number of users who can access the Software; (b) disable some or all of the features of the Software and any related electronic documentation upon the termination of the licenses granted hereunder; and (c) contain such other permissions or restrictions as may be specifically included in this Agreement. Customer agrees not to interfere with any license key mechanism in the Software, or otherwise attempt to circumvent, disable or disrupt any mechanism in the Software intended to audit or limit use of the Software.

4.4. Other Restrictions. Customer agrees not to: (a) remove, alter or cover any copyright notices, trademark notices or other proprietary rights notices placed or embedded on or in the Software or cause or permit any third party to do any of the foregoing; (b) use the licenses and rights granted under this Agreement to design, develop or distribute a commercial product or service that competes with the Software; (c) make available to any third party any analysis of the results of operation of the Software, including benchmarking results, or otherwise publicly disseminate information regarding the performance of the Software; or (d) use or distribute the Software in violation of any applicable laws, regulations or export restrictions.

#### PROPRIETARY RIGHTS.

As between Horizon Players Room and Customer, Horizon Players Room is and will

remain the sole and exclusive owner of the Software and all intellectual property rights associated therewith. Customer will not take any actions inconsistent with Horizon Players Room's ownership of each of Horizon Players Room rights in and to the Software and the intellectual property associated therewith.

#### INDEMNIFICATION

6.1 Horizon Players Room Services are to be used for amusement purposes only. Customer acknowledges that the Services may be subject to U.S., state, county and municipal laws and regulations. Accordingly, Customer may not use of the Services except in full compliance with all applicable laws and regulations. Customer is responsible for understating and using the Services in a manner that does not violate federal, state or local law.

6.2. Subject to the indemnification obligations described below, at its sole cost and expense, Customer hereby agrees to defend and hold harmless Horizon Players Room and its affiliates and subsidiaries, and its and their officers, directors, stockholders, employees, consultants, representatives, agents, successors and assigns (the "Indemnitees") in any third party action or claim, and to indemnify Horizon Players Room and its Indemnitees from and against any and all claims, losses, liabilities, sums of money, damages, expenses, and costs (including, but not limited to, reasonable attorneys' fees) (collectively, "Claims") arising from such action or claim and related to: (a) Customer's breach of any term or condition, or of any of its representations or warranties, set forth in this Agreement; (b) Customer's violation of applicable law; and/or (c) Customer's gross negligence or willful misconduct..