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&
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NextGen US Corp / NextGen Lotto (www.NextGLotto.com)

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If the Software you purchased or downloaded is subscription based then, unless you contact **NextGen Lotto** (www.NextGLotto.com), to communicate your intent not renew prior to the beginning of the new term, you are hereby consenting that your subscription may be automatically renewed at the end of each term as described below, and you further agree to be responsible for all charges associated with such renewal. The renewal charge will be equal to the Service fee in effect during the prior term unless **NextGen Lotto** (www.NextGLotto.com), has given you at least 30 days prior written notice of a fee increase. **NextGen Lotto** (www.NextGLotto.com) fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties. You agree to provide **NextGen Lotto** (www.NextGLotto.com), with complete and accurate billing and contact information. This information includes your legal company name, street address, e-mail address, and name and telephone number of an authorized billing contact. You agree to update this information within 30 days of any change to it. If the contact information you have provided is false or fraudulent,

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11. Term & Termination

This Agreement commences on the date you agree to the Agreement and enter into a fee arrangement with **NextGen Lotto** (www.NextGLotto.com). The start date shall include any promotional free period of usage, if any. You will have an opportunity to elect a period of usage or Initial Term. This Agreement will automatically renew for successive renewal terms equal in duration to the Initial Term. Any breach of your payment obligations or unauthorized use of the Software or **NextGen Lotto** (www.NextGLotto.com) technology will be deemed a material breach of this Agreement. Without limiting its ability to pursue other remedies, **NextGen Lotto** (www.NextGLotto.com), in its sole discretion, may suspend or revoke your license or terminate software access.

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You shall indemnify and hold **NextGen Lotto** (www.NextGLotto.com), its licensors and each such party's parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (i) a claim alleging improper use of the private or confidential data that has caused harm to, a third party; (ii) a claim, which if true, would constitute a violation by you of your representations and warranties; (iii) a claim arising from the breach by you or your Users of this Agreement; or (iv) any use or alleged use of your accounts or your passwords by any person, whether or not authorized by you. Parties further agree to mutual indemnification in the event that usage or sale of Software violates a property right, law or treaty.

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IN NO EVENT SHALL **NextGen Lotto** (www.NextGLotto.com) AGGREGATE LIABILITY EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM YOU OVER A TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. NO EVENT SHALL EITHER PARTY AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS SOFTWARE, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE OF THE SOFTWARE, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE SOFTWARE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE.

15. Limitation on Disclaimers

Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental, consequential or certain other types of damages, so the exclusions set forth above may not apply to you.

16. Compliance with Laws and Regulations

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17. Notice

All notices between parties to this Agreement shall be in writing and shall allow no less than one week to disseminate and comply with such notice.

18. Modification to Terms

NextGen Lotto (www.NextGLotto.com) reserves the right to modify the terms and conditions of this Agreement or its policies relating to the Software at any time. You are responsible for regularly reviewing this Agreement. Continued use of the Software after any such changes shall constitute your consent to such changes.

19. Assignment; Change in Control

This Agreement may not be assigned by you without the prior written approval of **NextGen Lotto** (www.NextGLotto.com) but may be assigned without your consent by **NextGen Lotto** (www.NextGLotto.com) to (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void.

20. Free Trials

In the event that you are being provided with a free trial under this Agreement, all provisions of this Agreement pertaining to warranties, indemnification, by **NextGen Lotto** (www.NextGLotto.com), or payment obligations and similar shall not apply. In addition, notifications provided through the Service indicating the remaining number of days in the free trial shall constitute notice of termination. Furthermore, **NextGen Lotto** (www.NextGLotto.com) may terminate a free trial at any time and for any reason.

21. General

This Agreement shall be governed by the laws of the State of New York and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction, and any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Service shall be subject to the exclusive jurisdiction of the state and federal courts located in or near Queens County, New York. In an event of a conflict between this Agreement and another writing governing a transaction, the terms of this Agreement shall control, and under no circumstances may another written statement, agreement or writing be considered to

change, undermine or negate any provision of this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between you and **NextGen Lotto** (www.NextGLotto.com) as a result of this Agreement. The failure of **NextGen Lotto** (www.NextGLotto.com) to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by **NextGen Lotto** (www.NextGLotto.com) in writing. This Agreement, together with any applicable Order Confirmation and Licensing Agreement, if separated, comprises the entire agreement between you and **NextGen Lotto** (www.NextGLotto.com) and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein.

22. Questions or Additional Information

If you have questions regarding this Agreement or wish to obtain additional information, please send an e-mail to: support@nextglotto.com.

I HAVE REVIEWED ALL OF THE FORGOING PROVISIONS AND I AM THOROUGHLY IN AGREEMENT WITH THEM. I FURTHER WARRANT THAT I AM ABLE TO ENTER INTO THIS AGREEMENT PERSONALLY OR ON BEHALF OF A THIRD PARTY PURCHASER.