

## Standard Casino Software License Agreement

This agreement is entered into on **January 26, 2011** by **COMPANY NAME HERE** \_\_\_\_\_ a Corporation registered in **COUNTRY HERE**, Assignee (hereinafter referred to as licensee) and Amigotechs Inc. a registered Panamanian Corporation hereinafter referred to as Amigotechs Inc. and is based on the following

### Recitals

**Whereas Amigotechs Inc.** is in the business of marketing and licensing software developed by Gaming AST Solutions s.a.;

**Whereas** Licensee intends to purchase a license for specific software systems developed by Gaming AST Solutions; and

Therefore in consideration of the forgoing and mutual covenants, representations, warranties and agreements set forth herein, the Licensee and Amigotechs Inc. hereby agree as follows.

- License Purchase.** Amigotechs Inc. agrees to sell to the Licensee and Licensee agrees to purchase from Amigotechs Inc. a Software License for Internet gaming known as **Gaming AST Solutions s.a CASINO Module**(hereinafter called the “Software”) on the terms and conditions as herein set forth. The software shall include:

### **Table Games**

Baccarat	War	Single Hand Black Jack
Red Dog	Caribbean Stud (progressive)	Multi Hand Black Jack
3 Card	Let it Ride	Black Jack Switch
30/40	Sic Bo	American Roulette
Pai Gow	Hoo/Hey/How	European Roulette
Craps	Crazy Poker	French Roulette

### **Video Games**

#### **Single Line**

Joker Poker  
Deuces Wild  
Jacks or Better  
10's or Better  
Aces and 8's  
Aces/Faces  
All American

#### **Multi Line 5**

Joker Poker  
Deuces Wild  
Jacks or Better  
10's or Better( 5,18,50,100 lines)  
Aces and 8's  
Aces/Faces  
All American

### **Keno and Zip Tabs**

3 Different designs and payout tables Keno

4 Different zip Tabs

### **Slots (Single-line, Multi-line 3,9,15, 21, 42 and Progressive Jack Pots)**

Speed	Lucky 7	American	Wonderland
Halloween	Beach Party( Bonus)	Nights and Dragons(progress)	Kula
Venice Carnival(progress)	Pirates Treasure( Bonus)	Lost in the Pyramid(progress)	Eye Spy

Scuba View(Bonus)	Old West(Bonus)	Rock and Roll(Bonus)	Win,Place,Show (prograss)
Jungle	Fire House Inferno(Bonus)	Bull-eye(Bonus)	Greens Tour (progress)
Fruitastic	Deep Space(progress)	Millionaires Dream(Bonus)	Zoomer Zang (progress)
Match 5 (progress)	Winterfest (Bonus)	Maya	Gold Digger (progress)
Pace Lap	World Cup	Dog Father	Roman Combat (progress)
Bombs Away (progress)	Lotto Luck (Bonus)	Bijou Follies (Bonus)	Bishido
Kitty Katz			

- a. Games server software
  - b. SQL data base software
  - c. SSL Software (client to server)
  - d. Casino Management Module software
  - e. Casino games in Flash and HTML
  - f. Integration to Sportbook Software
2. **Software License.** Amigotechs Inc. shall grant to Licensee, upon full and complete payment of any and all sums due hereunder, a non-exclusive and non-transferable license (hereinafter the "License") in and to the Software which shall run and execute exclusively on Licensees' hardware and located on the premises of which Gaming AST Solutions has approved. The Licensee may not use, nor is a license granted to use, the Software at multiple locations. The Software will support multiple front-end Web sites. The Licensee may at any time change location, jurisdiction of the server and or hosting service provider. The License shall expire at the occurrence of the earliest of any of the following events; (1) Licensee conveys the Software to any other party without the prior written consent and assignment of the Licensee by Gaming AST Solutions; (2) Any sums, or any portion thereof, due and payable to Amigotechs Inc. by Licensee under the agreement are not received by Amigotechs Inc. as scheduled herein (3) A breach of any term or condition of this Agreement by either party; (4) This Agreement is lawfully terminated as provided as herein. Licensee shall not, either in whole or part sell, sublicense, lease, transfer, convey in any way, shape or form, or otherwise make available to any third party the Software. Licensee acknowledges and agrees that it is entitled to the Software solely by reason of, and in accordance with the limitations set forth in the Agreement and no ownership, interest or proprietary right is granted sold or other wise conveyed to Licensee entitled to claim ownership interest or proprietary right in or to the Software.
  3. **Installation:** Installation of one casino software can be done in a combination of on site and via FTP and/or Terminal Services and full access to both a database server and a web server will be provided by Licensee. All website changes will be the responsibility of the Licensee.
  4. **Software Licensing Fees:**  
The Monthly fee of **\$4,500.00** will be prepaid **3 months** in advance of usage of the software. Prepayment of one month of fees are to be paid prior to installation commencement. The installation of the casino software will take place after notification of the readiness of the servers and access to the servers is granted. Training, testing can take place over the following few days to a point where user and Amigotechs agree software is ready for use. The prepayment will be applied starting from the go live date. **Smartphone** games will be included in the monthly flat license fee until September 1/2011. After September 1/2011 the monthly cost will be negotiated.
  5. **Training.** At Licensees request, Amigotechs Inc. will train the Licensees' management on the operations of all aspects of the software. The location of training will be: San Jose, Costa Rica.

**6. Software Modifications.**

- a. **Modifications.** All updates, changes, enhancements, modifications and bug fixes (collectively the “Modifications”) to the Software by Gaming AST Solutions after the execution date of this Agreement shall be offered for non-exclusive and non-transferable license by Gaming AST Solutions to Licensee at no cost for the period of this Agreement. If accepted by Licensee, the Modifications shall become part of the Software License and the Modification shall become subject to all the terms and conditions of the Agreement.
- b. **Changes.** Licensee shall not make any modifications (hereinafter the “Changes”) to the Software without the written consent of Gaming AST Solutions.
- c. **Licensee’s New Features or Products.** New Features or versions of the software shall automatically become part of the Software and except as otherwise provided are subject to the terms and conditions of this Agreement. Any variations of existing games will automatically become part of existing license at no cost to the licensee. [All Smartphone games are not included and are to be licensed separately at a negotiated price between licensee and Amigotechs Inc.](#)

**7. Confidentiality**

- a. **Gaming AST Solutions Confidential Information.** Licensee acknowledges that the licensee shall and may be using confidential information of a special and unique nature and value relating to Gaming AST Solutions’ trade secrets, proprietary information, systems and programs, including and without limitations, the Software, procedures, algorithms, methodology, design, structure, format, documents, topology, theory, source code, binary code, user interface, documentation and any and all related materials (collectively the “Confidential Information”). Licensee further acknowledges that it will hold the Confidential Information in strict confidence and will not disclose or otherwise allow the Confidential Information to be made available to any third party. Licensee will take all reasonable steps and precautions to maintain the confidentiality of such Confidential Information.
- b. **Licensee’s Confidential Information.** Gaming AST Solutions acknowledges that Gaming AST Solutions shall or may be using confidential information of a special and unique nature and value relating to the Licensee’s trade secrets, proprietary information, systems and programs, including and without limitation, procedures, algorithms, methodology, design, structure, format, documents, topology, theory, source code, binary code, user interface, documentation and any and all related materials (collectively the “Licensee’s Confidential Information”). Gaming AST Solutions further acknowledges that it will hold the Licensee’s Confidential Information in strict confidence and will not disclose or otherwise allow the Licensee’s Confidential Information to be made available to any third party. Gaming AST Solutions will take all reasonable steps and precautions to maintain the confidentiality of the Licensee’s Confidential Information.
- c. **Disclosure.** Gaming AST Solutions will also provide to the licensee all user name and passwords allowing the Licensee full access to the casino module back-end which will include the database server. Disclosure of such Confidential Information and the Licensee’s Confidential Information shall not be prohibited to the extent that such disclosure is directly pursuant to a valid and existing order of a court or other governmental body or agency having jurisdiction over the parties mentioned in this contract hereto; provided, however (I) Gaming AST Solutions shall notify Licensee and the Licensee shall notify Gaming AST Solutions promptly of any such possibility or prospective order or proceeding pursuant to which any

such order may result, and (II) Licensee and Gaming AST Solutions shall have been given a reasonable opportunity to prevent or limit such disclosure.

- d. For purposes of this Agreement.** (I) Confidential Information shall not include information which is or becomes publicly available by lawful means or is otherwise lawfully obtained with the knowledge and understanding of Licensee prior to or at the time this Agreement is executed, or otherwise becomes publicly available by lawful means subsequent to the execution of this Agreement, or is received by Licensee from a third party provided that the Confidential Information was obtained lawfully by such a third party, not bound by a confidential relationship with Gaming AST Solutions at the time this Agreement is executed, or otherwise becomes publicly available by lawful means subsequent to execution of this Agreement, or is received by Gaming AST Solutions from a third party providing that the Licensee's Confidential Information was obtained lawfully by such a third party, not bound by a confidential relationship with Licensee.

**8. Warranties.**

- a. Experience.** Gaming AST Solutions warrants that it has experience installing the Software on systems and that it has no prior knowledge of any material defects or problems with computer systems which are purportedly to be used by Licensee or the compatibility of the Software with such systems. Provided, however such systems are certified to run in its' entirety on the operating system. The Software, when properly installed and assuming no malfunction will perform as warranted.
- b. Indemnification against Patent infringement.** Gaming AST Solutions warrants that the software does not infringe upon proprietary patent rights of another entity and indemnifies Licensee from being held liable.

- 9. Terms of Agreement.** This agreement shall terminate, having no further force or effect if Licensee breaches any of the terms or after a period of **1 year**. However this agreement can be terminated by the Licensee at any time providing Amigotechs Inc. receives written, one month notification. Section 8 of this Agreement entitled "Confidentiality" shall survive the termination of this Agreement.
- 10. Representations.** Amigotechs Inc. represents to Licensee and Licensee represents to Amigotechs Inc. that each has the requisite authority and ability to enter into and carry out the Agreement. Gaming AST Solutions warrants that it is the owner of the Software and has all right, power and authority to grant and allow Amigotechs Inc. to sell to Licensee the license to the Software.
- 11. Patent Rights.** Gaming AST Solutions represents and warrants that the Software does not infringe upon proprietary patent rights owned by any third party and hereby indemnifies the Licensee against any liability that the Licensee might suffer as result of such infringement.

**12. General Provisions.**

- a. **Assignment.** Licensee shall not without prior written consent of Gaming AST Solutions sell, assign or transfer this Agreement or any right or obligation hereunder.
- b. **Modification.** This agreement may only be modified or rescinded by an instrument signed by the parties hereto, or their duly authorized agents or as provided herein. The failure of any of the Parties to this Agreement to exercise any right or remedy provided by this Agreement or by law shall not be deemed to be a waiver of any right or obligation of the parties or of any similar default, nor shall it constitute a modification of the Agreement.
- c. **Sever Ability.** If any provision of this Agreement shall become invalid or unenforceable for any reason there shall be deemed to be made such minor changes in such provision as are necessary to make it valid or enforceable. The invalidity or unenforceability of any other provisions or portion thereof shall not affect the validity or enforceability of any other provisions hereof.
- d. **Entire Agreement.** This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes, without limitation, all previous communications, whether written or oral which includes, but is not limited to, letters of understanding, agreements, promises, commitments, sales materials and proposals or email correspondence which have transpired between the Parties with respect to such subject matter.
- e. **Legal Advice.** Each of the Parties to this Agreement warrants, in its entirety and fully understands all of the same and that the Parties are executing this Agreement after having received full legal advice from the legal counsel of their choice as to all rights of which they each may be entitled.
- f. **Counterparts.** This Agreement may be executed simultaneously in two or more counterparts each of which shall be deemed an original, but all of which together constitute one in the same document.
- g. **Consequential and Special Damages.** In no event shall Gaming AST Solutions or Amigotechs Inc. be liable under this Agreement for any loss or damage to Licensee's business. Including, without limitation, any loss of profits, any incidental, special exemplary, or consequential damages or for any claims or demands brought against Licensee. This limitation on damages is intended to apply to all claims of Licensee without regard to which other provisions of this Agreement that have been breached or proven ineffective.
- h. **Limitation of Liability.** The cumulative liability of Gaming AST Solutions and Amigotechs Inc. to Licensee for all claims whatsoever related to this Agreement, including any clause of action sounding in the contract, tort or strict liability, shall not exceed the monthly Purchase Price, actually paid to Amigotechs Inc. by the Licensee. This Limitation of Liability is intended to apply to all claims of the Licensee without regard to which other provisions of this Agreement, which have been breached or proven ineffective.
- i. **Law.** This agreement and any dispute arising there from shall be governed by the laws of Costa Rica or by third party arbitration.
- j. **Defaults.** Licensee is on notice and is fully aware that if any of the payments agreed to in this agreement are not paid on their due dates and special arrangements with Amigotechs Inc. have not been made by the Licensee, Gaming AST Solutions and/or Amigotechs Inc. reserves the right to terminate the Licensees use of the software until all fees have been paid in full.
- k. **No Pass Through Warranties.** The representations and warranties made by the Parties here to are for the benefit of the Parties to this Agreement and neither of the Parties shall make or pass on to any third party any warranty or representation of the other with regard to this

Agreement.

**In Witness Whereof.** The Parties have executed and delivered this Agreement as of the date first above written.

**Gaming AST Solutions S.A.**

**LICENSEE NAME HERE** \_\_\_\_\_

\_\_\_\_\_  
**Nancy Hennessy**                      **Date**

\_\_\_\_\_  
**Printed Name of signatory**

\_\_\_\_\_  
**Signature of Authorized Person**

**Amigotechs Inc.**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Nancy Hennessy**                      **Date**