

GAME PROVIDER AGREEMENT

THIS GAME PROVIDER AGREEMENT ("Agreement") is entered into effect as of the "**Effective Date**"), by and between

Terdersoft B.V., a corporation incorporated under the laws of Curacao registered under number 164840 having its registered office at: Emancipatie Boulevard Dominico F. "Don" Martina 31, Curacao (the "**Distributor**"), and **Mikai Tech Ltd.**, a corporation incorporated under the laws of the state of Israel, company number: 51-511100-3, having its registered office in Bney-Brak, Israel (the "**Company**"). Each of Distributor and the Company is referred to individually as a "**Party**" and collectively as the "**Parties**".

WHEREAS, Company owns all or has license to all rights, titles, and interest in the Games (as defined below); and **WHEREAS**, Distributor engages in the business of distributing games and software systems to third parties, such as online operators or platforms holding applicable licenses (the "**Operator(s)**") with customer bases (the "**End User(s)**"); and **WHEREAS**, Company desires to grant certain rights with regard to the Games to Distributor for the purpose of distributing them to Operators, and Distributor wishes to accept such rights to use the Games, under the terms of this Agreement, for the purpose of distributing such to Operators on a non-exclusive basis (the "**Purpose**"); **NOW, THEREFORE**, in consideration of the premises and the mutual covenants and agreements herein contained the parties hereto covenant and agree as follows:

1. CONVEYANCE OF RIGHTS

- 1.1. Company hereby grants to Distributor, during the Term of this Agreement, solely within the territories set forth in Schedule B (and any other territories designated by the Parties from time to time upon written consent), and Distributor shall accordingly own, non-transferable, non-assignable, revocable, and non-sub licensable (other than as explicitly permitted hereunder), right, to market, distribute and place the Games for [non-exclusive] use by Operators in the Territory.
- 1.2. Distributor shall provide the details of any such affiliate and/or Operator to the Company for the Company's prior approval, the Company shall verify such Operator and provide a dedicated partner ID for each such Operator ("**Partner ID**"). Only upon recipient of a Partner ID via Company's help desk, the Licensee shall be allowed to provide any limited sublicense as provided under this Agreement to any third party allowed herein. Company may request KYC and DD material from Distributor, re Distributor and any third party (Operator or otherwise), as a precondition for granting a partner ID and/or allowing access to the Games (as defined below).
- 1.3. DISTRIBUTOR SHALL NOT PROMOTE AND/OR ALLOW THE PROMOTION, OFFER, SUPPLY, OR PUT TO USE OF THE COMPANY'S GAMES, IN ANY TERRITORY WHERE IT IS ILLEGAL AND/OR WHERE A REQUIRED LICENSE BY THE OPERATOR IS NOT ACQUIRED BY IT AND/OR WHERE THE COMPANY SHALL BE REQUIRED IN ACCORDANCE WITH APPLICABLE LAWS TO ISSUE A GAMING OR OTHER LICENSE. It is hereby stipulated that unless the Company otherwise sends notice in writing to Distributor, it does not hold and does not plan to hold any license in respect of the games, and is only envisioning and programming them.
- 1.4. As used herein, the term "**Games**" shall means games designed and owned by the Company and listed in Schedule A. the Company may, by issuing the Distributor an advance written notice, change and/or add to and/or delete from the list of Games by modifying Schedule A.
- 1.5. Distributor shall be solely responsible for issuance, verifying and maintenance (as applicable) at all times of all required licenses, permits and regulatory authorizations of any applicable regulator with regard to the Games and their use by Operators and/or End Users, for carrying out Distributor's obligations hereunder, and Distributor shall solely bear all of the respective expenses and liabilities related to or arising out of such licenses and authorizations.



- 1.6. Distributor may not install or otherwise use or distribute the Games to any non-Operators. If requested, Distributor shall provide the Company with any agreement signed with an Operator. Distributor also acknowledges that it is its sole responsibility that any agreement in relation to the End Users and/or Operators, shall be in conformity with the terms and conditions of this Agreement, and undertakes to verify that such Operators have all applicable licenses, permits and authorizations and acting in accordance with laws applicable to them.



2. IMPLEMENTATION

- 2.1. The Company shall provide the Games to Distributor, at their finished form, for the Purpose and subject to the other terms herein included, within 30 days from the Effective Date, subject to Distributor fulfilling its obligations hereunder.
- 2.2. Games may only be installed on Game Servers (as defined below). The Company may carry out certain work required to enhance the integration of the Games with the Game Server, in accordance with Distributor's and Operators' requirements which may be amended from time to time, at a price which shall be calculated separately, provided that such integration can be made, developed and supported by the Company. For avoidance of doubt, Distributor shall be responsible for all required expenses in order to allow the Company to integrate the Games with the Game Server and any applicable platform. As used herein, "**Game Servers**" shall mean a gaming server platform that is fully compatible with Company's APIs (application program interfaces), with which the Games are required to be integrated in order to ensure full functionality, and which fully complies with all laws applicable to it and to the use of the Games by End Users and Operators, and including (without limitations) with regard to any applicable regulatory authority.
- 2.3. It is acknowledged and agreed that all of the Company's obligations hereunder (including the integration and any service or duty relating to Games, including the Support Services, as defined below) may be conducted remotely by the Company from its facilities. In the event that, as a result of carrying out any of the Company's duties or obligations hereunder, there should be a need for any of the Company's personnel to travel to any of Distributor's or other facilities (including to the facility where the Game Server is located), Distributor shall bear such reasonable costs and expenses associated with such travelling (including airfare, board and lodging), which have been approved in advance by the Distributor.

3. SUPPORT AND MAINTENANCE SERVICES

- 3.1. The Company may provide Distributor with support services to include installation, support and remote maintenance services (the "**Support Services**"). The scope, content, exclusions and fees of such Support Services shall be determined by the parties upon mutual written consent.

4. CONSIDERATION

- 4.1. The Company shall receive a consideration for the rights the Company grants herein to Distributor, in relation to the Games, as detailed in Schedule C attached hereto (the "**Consideration**"). The Consideration may entitle the Company to receive a certain percentage out of Distributor's gross portion of the monthly revenues it collects from Operators and all other sorts of income related to or derived from the Games, generated through all the Operators.
- 4.2. Within 15 days of the end of each calendar month during the term of this Agreement, Distributor shall issue the Company a written report detailing the amount of the Consideration accrued during the previous Calendar month (the "**Report**") and the Company shall promptly provide Distributor with an appropriate invoice stating the applicable Consideration. Distributor shall settle such invoice within ten (10) days after receipt of the invoice from Company. In addition to any other remedies, the Company shall be entitled to charge interest at 4% over the base lending rate of Bank of England from time to time on any amounts which are not paid on or before the due date for payment in accordance with this Section. Interest on any amount not duly paid shall be payable on demand on a daily accrued basis from the due date for payment until the actual date for payment (whether before or after judgment). Additionally, any late payment shall constitute a material breach of this Agreement.
- 4.3. The Company will be permitted, in the event that it believes there is a discrepancy in the Company Revenue Share due to it pursuant to this Agreement, during the Term and for a period of one (1) year



thereafter, to verify Distributor's records by giving no less than 7 days prior written notice to Distributor. Verification shall be carried out by the appointment of a professionally qualified independent auditor. In the event that the Parties disagree on the auditor to be used, the choice of auditor shall be determined by the Association of Chartered Certified Accountants. Distributor shall give reasonable access to the auditor to such of its books and records as are relevant to a review. Information discovered during verification will only be used to verify compliance with this Agreement. In the event such audit shall disclose any underpayment of the Company Revenue Share, Company shall invoice Distributor for the shortfall and Distributor shall pay such invoice immediately. Further, if an underpayment of any Company Revenue Share for the period of any audit is determined by any such audit to be greater than ten (10%) percent, Distributor shall reimburse Company for the actual and reasonable cost of such audit.

4.4. Free Spins.

4.4.1. Any and all cost of the Free Spins (including any winnings) shall be paid solely by the Distributor, and Distributor shall require applicable Operators to publish applicable accompanying notices to the End User which utilize free spins. Notwithstanding anything to the contrary in Section 9 herein, Distributor shall fully indemnify the Company for any claim which arises due to Free Spins from any third party.

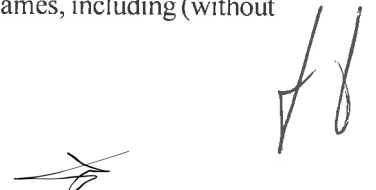
5. INTELLECTUAL PROPERTY

5.1. The Company shall at all times remain the sole and exclusive owner of all Intellectual Property Rights (as defined below) of the Games. The disclosure to the Distributor of any information by Company, as well as this Agreement, shall not be construed in any way as a grant to the Distributor of any right or license with respect to the Games other than the right to use the same for the Purpose. Further, the Distributor shall not make any use of Company's trademarks, names or logos, in any written or electronic publication, documentation, advertisement or otherwise, except pursuant to a prior written authorization to do so by the Company.

5.2. "**Intellectual Property Rights**" shall mean, without limitation, all intellectual property rights, whether or not patentable, including without limitation, rights in algorithms, binary and/or object code, brands, business methods, business plans, computer programs, computer software, concepts, confidential information, databases, developments, firmware, composition of matter or materials, certification marks, collective marks, copyright, customer lists, data, designs (whether registered or unregistered), graphics, UI, UX, derivative works, discoveries, distributor lists, documents, domain names, file layouts, formulae, goodwill, ideas, improvements, industrial designs, information, innovations, inventions, integrated circuits, know-how, logos, manufacturing information, mask works, materials, methods, moral rights, object code, original works of authorship, patents, patent applications, patent rights, including but not limited to any and all continuations, divisions, reissues, re-examinations or extensions, plans, processes, proprietary technology, reputation, research data, research results, research records, semiconductor chips, service marks, software, source code, specifications, statistical models, supplier lists, systems, techniques, technology, trade secrets, trademarks, trade dress, trade names, trade styles, technical information, utility models, and any rights analogous to the foregoing.

6. CONFIDENTIALITY

Each party agrees indefinitely not to disclose, reverse engineer, decompile, circumvent, exploit or to otherwise tamper with the other party's Confidential Information (or any parts thereof) without its prior written consent. "**Confidential Information**" includes, without limitation: (i) any information related to the Support Services including without limitation information related to the Games; (ii) all Intellectual Property Rights of a Party; (iii) all technical information and equipment used in connection with and/or related to the Games, including (without



limiting the foregoing) software, hardware, models, and business methods; (iv) any financial information (including pricing), business information, including, without limitation, operations, planning, marketing interests, products and any other reporting information; and (v) any other information designated in writing as "**Confidential**" or an equivalent designation or that would otherwise be reasonably considered confidential or proprietary given its nature or the circumstances under which it was disclosed. Confidential Information shall not include information that is or has become publicly known through no breach of these confidentiality obligations, or information that has been independently developed without access to Confidential Information, as evidenced in writing, or is legally transmitted or disclosed by a third party which owes no obligation of confidentiality to either Party or was known to the recipient prior to the disclosure, as evidenced to the disclosing Party by tangible evidence. Each party undertakes to hold the Confidential Information of the other party in confidence and protect it to the same extent and by the same means it uses to protect the confidentiality of its own proprietary and Confidential Information and in no event less than reasonable means and care; and to restrict disclosure of the other party's Confidential Information solely to those of its employees or consultants with a need to know, and to advise those of its employees and consultants to whom the Confidential Information is disclosed of their obligations under this Agreement with respect to the said information, such party shall remain liable for any breach of confidentiality by its employees and/or consultants. For the avoidance of doubt, this Agreement is confidential and under the terms and conditions of this confidentiality clause. Upon termination hereof and/or at the disclosing party's request, its Confidential Information made available to the other party, including copies thereof, shall be returned or destroyed if disclosed on magnetic media (with CEO certificate authorizing such).

7. PUBLICITY RELATED TO THE AGREEMENT

The Parties (and their affiliates, employees, agents and consultants) shall not without the prior written consent of the other Party issue any press releases, articles, brochures, advertisements, prepared speeches or other public announcements related to this Agreement and/or to their relationship with the other Party, nor use its logo, name, trademarks or tradenames.

8. REPRESENTATIONS BY DISTRIBUTOR

Distributor represents, warrants and covenants to the Company that: (i) It is duly incorporated, organized and validly existing under the laws of its domicile; (ii) it has good and sufficient capacity, power, authority and right to enter into, execute and deliver this Agreement, to complete the transactions contemplated hereby and to duly observe and perform the covenants and obligations contained herein; and (iii) it obtained, and shall maintain in effect during the Term any and all federal, state, provincial, municipal and/or other governmental authorizations, approvals or licenses, including of any regulators, as are necessary (compulsory or otherwise) for exercising its obligations under this Agreement and bear all the related fees, and that it shall require Operators to hold the same as a condition to providing them the Games.

9. INDEMNIFICATION; LIMITATION OF LIABILITY; WARRANTIES

9.1. The Parties agree to indemnify and hold harmless, and agree to defend, each other against any third-party claim or action (from a private or governmental entity) brought against them and/or any of their parent, subsidiary or affiliated companies, its or their directors, officers, employees, licensees, agents, attorneys, assigns or independent contractors (all of the foregoing, together: "**Indemnitees**"), from and against any and all claims, actions, losses, liabilities, damages, costs and expenses (including legal fees and costs) arising out of or in connection with any breach of any warranty, representation, covenant, obligation or agreement made by the breaching Party herein.

9.2. SUBJECT TO THIS AGREEMENT, IN NO EVENT SHALL THE COMPANY BE LIABLE TO DISTRIBUTOR AND/OR ITS INDEMNITEES FOR INDIRECT, CONSEQUENTIAL, INCIDENTAL PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS) BASED ON CONTRACT, TORT OR OTHER LEGAL THEORY, FORESEEABLE OR UNFORESEEABLE, WHICH MAY ARISE OUT OF OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF WHETHER THE COMPANY HAS

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BEEN APPRISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES OCCURRING, OR WHETHER CLAIMS ARE BASED OR REMEDIES ARE SOUGHT IN CONTRACT OR TORT OR OTHERWISE.

- 9.3. THE COMPANY'S CUMULATIVE TOTAL LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT OF COMPANY REVENUE SHARE ACTUALLY PAID TO COMPANY DURING THE TWELVE (12) MONTHS PERIOD PRIOR TO THE CAUSE OF ACTION.
- 9.4. THE GAMES ARE PROVIDED ON AN "AS IS" BASIS, WITHOUT ANY WARRANTY OF ANY KIND, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE COMPANY AND ITS AFFILIATES EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, MERCHANTABLE QUALITY, EFFECTIVENESS, COMPLETENESS, ACCURACY, AND FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING ANY OF THE DISTRIBUTOR'S OTHER RIGHTS AND REMEDIES UNDER THIS AGREEMENT OR UNDER APPLICABLE LAW, AND SUBJECT TO SECTION **Error! Reference source not found.** HEREIN, THE COMPANY AGREES TO DEFEND THE DISTRIBUTOR AND TO INDEMNIFY THE DISTRIBUTOR ON DEMAND AGAINST ANY CLAIM, LIABILITIES, LOSSES, REASONABLY INCURRED COSTS, REASONABLE EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) AND DAMAGES, INCLUDING, WITHOUT LIMITATION, **WINNING OF AN END USER BY AN ERROR (SOLELY OF THE GAMES), ARISING OUT DIRECTLY OF ANY DEFECTS OR BUGS IN THE GAMES.**

10. TERM AND TERMINATION

- 10.1. Subject to the provisions for earlier termination set out hereunder, this Agreement shall be in effect for an initial period commencing on the Effective Date for a period of 12 months (the "**Initial Period**"). Thereafter it will be automatically renewed for a single one (1) year renewal term, under the same terms, unless terminated by either Party with 30-day written notice prior to the end of the Initial Period (the "**Renewal Period**", together with the Initial Term, the "**Term**"), or any Renewal Period. At the expiration or termination of the Term, the Parties shall discuss the prospects of any future engagement, but are under no obligation to continue it.
- 10.2. Either Party may terminate this Agreement immediately by written notice to the other Party:
- 10.2.1. upon the material breach by the other Party of any of its obligations hereunder or any other breach not cured within seven (7) days of notice.
- 10.2.2. If the other Party: (A) shall make an assignment for the benefit of creditors or petition or apply to any tribunal for the appointment of a custodian, receiver or trustee for it or a substantial part of its assets, or (B) shall commence any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction, whether now or hereafter in effect, or (C) shall have had any such petition or application filed or any such proceeding commenced against it that is not dismissed within forty five (45) days, or (D) shall indicate, by any act or intentional and purposeful omission, its consent to, approval of or acquiescence in any such petition, application, proceeding or order for relief or the appointment of a custodian, receiver or trustee for it or a substantial part of its assets, or (E) shall suffer any such custodianship, receivership or trusteeship to continue undischarged for a period of forty five (45) continuous days or more, or (F) undergoes a Change Of Control, where - "**Change Of Control**" occurs if (i) an individual or entity (or group of individuals or entities) (a "**Person**") acquires ownership, Control, or power to vote 50% or more of a Party, where "**Control**" means the ability to direct the affairs of another, whether by virtue of contract, ownership of shares or otherwise; or



(ii) any Person acquires all or substantially all of the assets and business of such Party whether by sale, merger, license, or otherwise. Notwithstanding the above, a Party undergoing Change of Control shall notify the other Party immediately upon the occurrence of such event and the other Party shall be entitled to terminate this Agreement immediately.

- 10.3. The Company shall be entitled to terminate this Agreement at any time, if Distributor's licenses, permits or authorizations are cancelled, breached, deemed as void, or if any other requirement by a regulatory authority or with regard to Distributor's obligations under this Agreement is not met. Should any of the above occur, Distributor shall notify the Company immediately upon the occurrence of such.
- 10.4. Upon the expiration or termination of this Agreement for any or no reason: (a) Distributor shall immediately and automatically cease to use the Games and have no further right to exercise any of the rights granted to Distributor in this Agreement; and (b) Distributor shall return to the Company or delete, all copies thereof in its possession or control, and provide the Company with a certificate signed by the chief executive officer of Distributor attesting the foregoing.
- 10.5. Termination in accordance with this Section 10 shall not require any compensation or damages to be paid by the terminating Party to the other Party.
- 10.6. Termination of this Agreement shall not affect any accrued rights or liabilities of either Party hereto.
- 10.7. Any provisions hereof which expressly or by their nature are required to survive termination or expiration of this Agreement in order to achieve their purpose shall so survive until it shall no longer be necessary for them to survive in order to achieve that purpose. Without derogating from the generality of the foregoing, Sections 4-6, 9, 10 and 11 hereof shall survive termination of this Agreement.

11. GENERAL

- 11.1. The relationship between the Company and Distributor is that of independent contractors. Neither Party, nor its agents, partners, or its employees, shall be deemed to be the agents, partners, or employees of the other party. Neither Party shall have the right to bind the other party, transact any business in the other Party's name or in its behalf or incur any liability for or on behalf of the other Party, and each party shall remain an independent contractor and responsible for its own actions.
- 11.2. This Agreement shall be governed by and construed in accordance with the laws of the state of Israel without regard to conflict of laws provisions thereof. The parties agree that any suit or proceeding in connection with, arising out of or relating to, this Agreement, shall be instituted and settled exclusively in a court of law located in Tel-Aviv, Israel, and Distributor waives any claim of forum non-convenience or similar.
- 11.3. A waiver by either Party of any term or condition of this Agreement or any breach thereof, in any instance, shall not be deemed or construed to be a waiver of such term or condition or any subsequent breach thereof.
- 11.4. The term "**Force Majeure**" in respect of a Party means an event beyond the reasonable control of that Party without the fault or negligence of that Party, including (without limitations) acts of God, fire, flood or storm damage, earthquakes, labor disputes, war, riot, acts of terror. Neither Party shall be responsible for delay in performing any obligation under this Agreement within the time limit required for such performance, due to Force Majeure affecting that Party provided that notice thereof is given to the other Party within ten (10) days after such event has occurred.
- 11.5. The rights and obligations of Distributor under this Agreement may not be assigned, in whole or in part, by operation of law or otherwise, without the prior express written consent of the Company. Any attempted assignment of rights, duties, or obligations hereunder, except in accordance with this Agreement, shall be null and void.



- 11.6. All notices or other communications hereunder shall be in writing and shall be given in person, by registered mail or by email (provided that written confirmation of receipt is provided) addressed as set forth in the heading of this Agreement or such other address as any Party may designate to the other in accordance with the aforesaid procedure. All communications delivered in person or by courier service shall be deemed to have been given upon delivery, those given by email or facsimile transmission shall be deemed given on the business day following transmission with confirmed answer back, and all notices and other communications sent by registered mail shall be deemed given ten (10) business days after posting with registered mail.
- 11.7. Each Party shall be solely liable for any expense, tax, charge or levy imposed on such Party as a result of this Agreement and/or in respect of its receipt of any sum due under this agreement.
- 11.8. To the extent permitted by law, all provisions of this Agreement shall be severable and no provision shall be affected by the invalidity of any other provision.
- 11.9. No modification or other amendment to this Agreement shall be valid unless reduced to writing and signed by both Parties.
- 11.10. Distributor may not withhold or setoff any amounts from the Consideration.
- 11.11. This Agreement may be executed in counterparts, each of which shall be deemed an original.

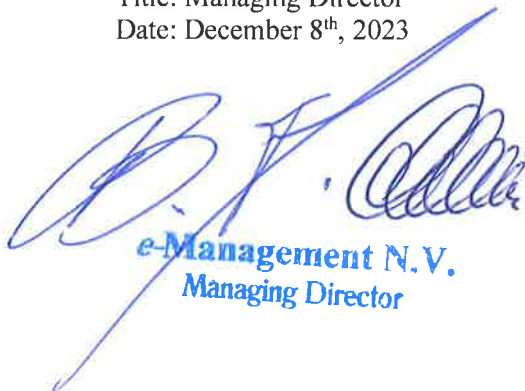
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

By: Terdersoft B.V.

Name: e-Management N.V.

Title: Managing Director

Date: December 8th, 2023



e-Management N.V.
Managing Director

Mikai Tech LTD

By:

Lior Shvartz

Name:

Title:

CEO

Date:

19/12/2023



SCHEDULE "A"

1. 'Spinomenal' brand List of Games

2. 'Retro Games' brand List of Games

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SCHEDULE "B"

Territories

All rights granted under this agreement are subject to the Distributor and Operator holding a valid license enabling operating in each stated Territory and fulfilling all other requirements of this Agreement. The Company does not currently hold and is not intend to hold any licenses and thus any jurisdiction which requires the Company and/or the manufacturer of the Games to hold a license, is an excluded territory in which Distributor and Operators may not put or allow the Games for use.

Excluded territories are any territory in which it is illegal to operate the Games or requires a special regulatory agreement which is not held by the relevant parties (included as prescribed hereinabove), including: USA, ISR, Australia, UK, Armenia, Ecuador and France.



SCHEDULE "C"

Consideration

1. Gross Gaming Revenue , $GGR = \text{Bet Amount} - \text{Win Amount}$
2. Ongoing Royalties for the Company's games of 'Retro Games' brand:

Ongoing monthly royalties as a fixed percentage equal to 8% of GGR

3. Ongoing Royalties for the Company's Games of 'Spinomenal' brand:

Ongoing monthly royalties as a fixed percentage equal to 8% of GGR

4. No other deduction shall be included in the calculation of Gross Gaming Revenue, expressly including (but not limited by) any processing fees, set-off, withholding or other deductions. For avoidance of doubt, no negative carryover between the ascribed Section 2 and Section 3 considerations may be carried out without the Company's prior written approval (for avoidance of doubt, including but not limited to any negative carryover between brands and/or Operators).
5. For avoidance of doubt, in case of any test users earnings or losses, for such verified test users ("**Test Users**") to be excluded of the relevant Consideration for GGR amount, details of any such Test Users must be provided and approved in advance by Company.



SERVICE LEVEL AGREEMENT for the Games

This service level agreement ("**SLA**") forms a part of the Game Provider Agreement (the "**Agreement**") and describes the service levels of the services which will be hosted, delivered and maintained by the Company ("**Supplier**") as per the terms of the Agreement.

TERMS AND DEFINITIONS

"**End-User**" or "**Player**" shall mean a registered user on the Operator's ("**Licensee**" or "**Sub-licensees**") Website/s;

"**Remote Management System (RMS)**" means the facilities whereby Licensee can obtain access to monitor its End- Users' activity for the purpose of customer service, management and reconciliation;

"**Defect Correction**" means either a bug fix, work-around, patch, or other modification or addition that brings the Licensed Software into conformity with the Software standards and specifications;

"**High Priority Defect**" means a defect that renders the Games ("**Licensed Software**") inoperative or causes a complete failure of the Licensed Software in such a way that it is completely unavailable for the End-Users. For example: End-Users cannot access the online gaming System or any substantial parts thereof which are crucial for its operation, such as the Games ("**Licensed Games**");

"**Medium Priority Defect**" means a defect that substantially degrades the operation, function or performance of Licensed Software. For example: the RMS, progressive jackpot or login for new End-User is completely inoperative;

"**Low Priority Defect**" means a Defect that causes only a minor impact on the End-User's use of Licensed Software and which is not a High Priority Defect or a Medium Priority Defect. For example: minor design flaws, spelling mistakes.

"**Notification**" means notification by either party of a Defect via telephone and/or email to the nominated contact/s for each party. Nominated contacts shall be as follows:

Details	For the Company	For the Distributor
Name	Omer Henya	Yurii Maniuk
Role	CTO	
Contact Number	+972 509180589	
Email Address	omer@spinomenal.com	ceo@bdmbet.com
Contact Hours	9:00-19:00	9:00-19:00

SUPPORT SERVICES

The Licensed Software enables End-Users to play the Licensed Games online and the Licensee to monitor the online gaming activity of Licensee's and/or Sub-licensees' End-Users.

The Supplier's technical support personnel shall be available to the Licensee to answer technical questions in relation to the Licensed Software via telephone or email on a 24 hour per day, 7 day per week basis;




SERVICE LEVELS

Supplier shall use its best endeavours to correct any Defect reported by Licensee in accordance with the applicable priority levels below, within the requested timeframe below:

High Priority Defect	Acknowledgement of Defect and request for details: Immediate. When Notification is done via telephone, it is deemed to be automatically acknowledged. When Notification is done via e-mail, acknowledgement will be via telephone and will occur at the time the e-mail is received on Supplier's email servers. Initial analysis and production of action plan: Target time 3 hours from Acknowledgement of Notification. Defect source identification: Target time 4 hours from Acknowledgement of Notification. Efforts are continuous until complete. If a workaround solution is feasible and appropriate: Target time 4 hours from Acknowledgement of Notification. Efforts are continuous until complete. If a workaround solution is not available or appropriate: Target time 6 hours from Acknowledgement of Notification to provision of a workaround solution. Initially, Supplier shall implement a workaround fix. Supplier will provide permanent fixes for High Priority Defects in the next planned maintenance release after the workaround fix has been implemented.
Medium Priority Defect	Acknowledgement of Notification and request for Defect details: Target time 6 hours from Notification. Initial analysis and production of action plan: Target time 24 hours from Acknowledgement of Notification. Defect source identification: Target time 60 hours from Acknowledgement of Notification. Initially, Supplier will implement a workaround fix. Supplier will provide permanent fixes for Medium Priority Defects in the next planned maintenance release after the workaround fix.
Low Priority Defect	Supplier shall provide a Defect correction in the next Upgrade.