

GAME DISTRIBUTION AGREEMENT

THIS GAME DISTRIBUTION AGREEMENT ("Agreement") is entered into effect as of June 4, 2024 ("**Effective Date**"), by and between Grrr Tech B.V., a corporation incorporated under the laws of Curacao, having its registered office in Emancipatie Boulevard, Dominico F. "Don" Martina 31, Willemstad Curacao ("**Distributor**"), and Mikai Tech Ltd., a corporation incorporated under the laws of the state of Israel, having its registered office in 7 Metzada St., Bnei Brak, Israel ("**Company**"). The Distributor and the Company may also be hereinafter referred to individually as a "**Party**", and collectively as the "**Parties**".

WHEREAS, Company owns all or has the necessary rights to the Games (as defined below); and **WHEREAS**, Distributor is engaged in the business of distributing games (such as the Games) and Game Servers (as defined below) to third parties, such as online platform operators or other platforms holding relevant licenses (each, an "**Operator**") with registered users on the Distributor or its Operators' website or platform ("**End User(s)**"); and **WHEREAS**, Company is interested in granting the Distributor certain non-exclusive rights to distribute the Games as further detailed in this Agreement, and Distributor wishes to accept such rights to use the Games, all subject to the terms and conditions of this Agreement ("**Purpose**").

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained the Parties hereby agree as follows:

1. CONVEYANCE OF RIGHTS

- 1.1. Company hereby grants Distributor, during the Term and in accordance with the territorial restrictions set forth in Schedule "A", a non-exclusive, non-transferable, non-assignable, revocable, and non-sublicensable (other than as explicitly permitted hereunder) right, to market, distribute and make available the Games to Operators. For purposes of this Agreement, "**Games**" shall mean all games made available by Company to Distributor throughout the Term.
- 1.2. Distributor shall not (nor shall it permit or encourage to be done) any of the following restrictions (in whole or in part): (a) copy, sell, assign, transfer, lease, sublicense, or otherwise distribute or make available the Games to any third party except as expressly permitted in this Agreement; (b) modify, alter, adapt, arrange, or translate the Games; (c) decompile, disassemble, decrypt, reverse engineer, extract, or otherwise attempt to discover the source code or non-literal aspects (such as the underlying structure, sequence, organization, file formats, non-public APIs, ideas, or algorithms) of, the Games; (d) remove, alter, or conceal any proprietary rights notices displayed on or in the Games; (e) make any derivative work of the Games, or use them to develop any games or product that is the same as (or substantially similar to) the Games; or (f) distribute or use the Games in any unlawful way.
- 1.3. As a condition to the rights granted to Distributor in Section 1.1, Distributor shall:
 - 1.3.1. provide the details of any Operator or any other third party it is interested to distribute the Games to, for Company's prior written approval, and not to integrate or otherwise use or distribute the Games to any Operators not approved by the Company in writing;
 - 1.3.2. Provide Company with any KYC documentation or other materials pertaining to the Distributor for Company's compliance purposes, and upon request, provide the foregoing for any of the aforementioned third parties (Operators or otherwise);
 - 1.3.3. Ensure that each Operator or sub-distributor (and any brands thereof) receives a dedicated partner ID from Company via Company's help desk ("**Partner ID**"), and only provide and make the Games available to recipients of Partner ID's;



- 1.3.4. Ensure that its Operators have all applicable licenses, permits and authorizations to make the Games available to End Users, and that they are acting in accordance with applicable laws as it relates to the Games;
- 1.3.5. Ensure that any agreement in relation to an Operator or its End Users is and shall be in conformity with the terms and conditions of this Agreement, and upon Company's request promptly provide Company with the applicable agreement signed with the Operator(s); and
- 1.3.6. Always remain solely responsible for any licenses, permits and/or regulatory authorizations of any applicable regulator required to operate as a distributor of the Games, and all of the respective expenses and liabilities related to or arising therefrom.
- 1.4. NOTWITHSTANDING ANYTHING TO CONTRARY IN THIS AGREEMENT OR OTHERWISE, DISTRIBUTOR REPRESENTS AND WARRANTS THAT IT SHALL NOT PROMOTE AND/OR ALLOW THE PROMOTION, OFFERING, SUPPLY, AND WHERE APPLICABLE SHALL BLOCK ACCESS OR USE OF THE COMPANY'S GAMES IN ANY TERRITORY WHERE (A) IT IS UNLAWFUL TO DO SO, AND/OR (B) WHERE A LICENSE OR APPROVAL IS REQUIRED BY THE LOCAL REGULATOR IS NOT IN THE APPLICABLE OPERATOR'S POSSESSION AND/OR WHERE THE COMPANY IS REQUIRED IN ACCORDANCE WITH APPLICABLE LAW TO OBTAIN A GAMING OR OTHER LICENSE AND HAS NOT NOTIFIED DISTRIBUTOR THAT IT HAS DONE SO. For the avoidance of doubt, unless the Company sends explicit written notice to the Distributor otherwise, it does not hold and does not plan to hold any license in respect of the Games.

2. INTEGRATION

- 2.1. Games may only be hosted on Game Servers. 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, provided that such integration can be made, developed and supported by the Company. As used herein, "**Game Servers**" shall mean a remote gaming server with which the Games are integrated in order to ensure full functionality to the use of the Games by End Users.
- 2.2. 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 SLA) may be conducted remotely by the Company. 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 any reasonable costs and expenses associated with such travelling (including airfare, board and lodging).

3. CONSIDERATION

- 3.1. In consideration for the distribution rights and support of the Games, the Company shall receive a share of the revenues generated in connection with the Games as set forth in Schedule "B" attached hereto, and any subsequent schedule ("**Consideration**").
- 3.2. Within fifteen (15) days of the end of each calendar month during the Term, Company shall issue Distributor with an appropriate invoice of the amount owed, together with a description of the amounts accrued during the previous calendar month, and Distributor shall settle such invoice within ten (10) business days after receipt thereof. Distributor's point of contact for all billing issues shall be: ceo@vivatgaming.com.
- 3.3. In the event that Distributor fails to pay the invoice within such timeframe, and in addition to any other remedies available to Company, the Company shall be entitled to charge Distributor interest on



amounts owed at 4% over the base lending rate of Bank of England from time to time. 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). Any late payment by Distributor shall be considered a material breach of this Agreement.

- 3.4. 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. Distributor may not withhold or setoff any amounts from the Consideration for any purpose, unless expressly agreed by Company in writing.
- 3.5. The Company may, during the Term and for a period of one (1) year thereafter, verify Distributor's records relating to the payment of Consideration and the amounts of revenues generated by the Games by giving no less than seven (7) business days prior written notice to Distributor. The verification shall be carried out by a professionally qualified independent auditor. Distributor shall give the auditor reasonable access its books and records as may be necessary to verify Distributor's compliance with its obligations hereunder. In the event that such review reveals any underpayment of the Consideration owed to Company, then Company shall invoice Distributor for the shortfall and Distributor shall pay such invoice immediately. Furthermore, if any underpayment of Consideration owed to Company shall be greater than five (5%) percent, then Distributor shall reimburse Company for the actual and reasonable cost of such review.

4. SUPPORT SERVICES

- 4.1. The Company shall provide support services in connection with the Games, in accordance with Company's Service Level Agreement attached hereto as Schedule "C" ("SLA").

5. INTELLECTUAL PROPERTY

- 5.1. As between the Parties, Company is, and shall be, the sole and exclusive owner of all intellectual property rights in and to: (a) the Games and all related software and intellectual property therein; and (b) any and all improvements, derivative works, and/or modifications of/to the foregoing, regardless of inventorship or authorship. Distributor shall make, and hereby irrevocably makes, all assignments necessary or reasonably requested by Company to ensure and/or provide Company the ownership rights set forth in this paragraph. Nothing herein constitutes a waiver of Company's intellectual property rights under any law.
- 5.2. Subject to the terms and conditions of this Agreement and Distributor's compliance with Company's instructions which may be provided from time to time, the Company hereby grants the Distributor, during the Term a non-exclusive, revocable, non-transferable, right to use the Company's trademarks, trade names, logos and designs in connection with the distribution and marketing of the Games, and performance of its obligations hereunder.
- 5.3. Any Game created with exclusive branding and/or third-party intellectual property shall be prepared subject to the execution of an addendum between Company and the Distributor and/or an Operator detailing the rights and responsibilities of each Party. Provided that in any event, Company disclaims any responsibility or liability concerning such games or use of any third-party intellectual property, and Distributor shall indemnify and hold Company harmless against any claims related to such games or use.

6. CONFIDENTIALITY

- 6.1. Each Party may have access to certain non-public information and materials of the other Party, in any form or media, including without limitation trade secrets and other information related to the



products, software, technology, data, know-how, or business of the other Party, and any other information that a reasonable person should have reason to believe is proprietary, confidential, or competitively sensitive (the "**Confidential Information**"). Each Party shall take reasonable measures, at least as protective as those taken to protect its own confidential information, but in no event less than reasonable care, to protect the other Party's Confidential Information from disclosure to a third party.

- 6.2. The receiving Party's obligations under this Section 6, with respect to any Confidential Information of the disclosing Party, shall not apply to and/or shall terminate if such information: (a) was already lawfully known to the receiving Party at the time of disclosure by the disclosing Party; (b) was disclosed to the receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the receiving Party has become, generally available to the public; or (d) was independently developed by the receiving Party without access to, use of, or reliance on, the disclosing Party's Confidential Information. Neither Party shall use or disclose the Confidential Information of the other Party except for performance of its obligations under this Agreement. The receiving Party shall only permit access to the disclosing Party's Confidential Information to its respective employees, consultants, affiliates, agents and subcontractors having a need to know such information in connection with the Purpose, who either (i) have signed a non-disclosure agreement with the receiving Party containing terms at least as restrictive as those contained herein; or (ii) are otherwise bound by a duty of confidentiality to the receiving Party at least as restrictive as the terms set forth herein; in any event, the receiving Party shall remain liable for any acts or omissions of such persons.
- 6.3. The receiving Party will be allowed to disclose Confidential Information to the extent that such disclosure is required by law or by the order of a court or similar judicial or administrative body, provided that it promptly notifies the disclosing Party in writing of such required disclosure to enable disclosing party to seek a protective order or otherwise prevent or restrict such disclosure and cooperates reasonably with disclosing Party in connection therewith. All right, title and interest in and to Confidential Information is and shall remain the sole and exclusive property of the disclosing Party.

7. REPRESENTATIONS AND WARRANTIES; DISCLAIMERS.

- 7.1. Each Party represents and warrants that (i) it is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or organization; and (ii) that the execution and performance of this Agreement will not conflict with other agreements to which it is bound or violate applicable law.
- 7.2. Distributor hereby represents and warrants to the Company that:
- 7.2.1. 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
- 7.2.2. it has authority and has 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.
- 7.2.3. neither it nor any of its Ultimate Beneficial Owners ("**UBO**") are subject to any form of regulatory or territorial sanctions, including but not limited to trade restriction lists of the US, EU, Switzerland and the UK, as updated from time to time (collectively, "**Trade Restrictions**"). Distributor also acknowledges that it is responsible and is verifying on an ongoing basis that none of the financial institutions, suppliers, service providers, Operators and their respective UBO's



(collectively, "**Compliant Parties**"), are engaged with entities or individuals under the Trade Restrictions. Distributor shall promptly notify the Company upon becoming aware of any knowledge and/or concern to the contrary; and

7.2.4. it shall retain all Compliant Parties' verification search records throughout the Term and for three years thereafter, and upon request, shall promptly provide the Company with any or all of the verification search records in a timely manner.

Any breach or foreseen breach of this Section shall grant the Company the right for immediate termination without compensation to Distributor and/or its Operators.

7.3. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE GAMES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, OPERABILITY, NON-INFRINGEMENT 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.

8. INDEMNIFICATION

- 8.1. 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 representation or warranty, made by a Party herein.
- 8.2. The indemnified Party shall: (i) promptly notify the indemnifying Party of any claim, (ii) provide the indemnifying Party with all necessary assistance, information, and authority to defend the claim; and (iii) not make any settlement, admission or compromise in respect of such claim without the indemnifying Party's written consent.

9. LIMITATION OF LIABILITY

- 9.1. IN NO EVENT SHALL THE COMPANY BE LIABLE TO DISTRIBUTOR AND/OR ANY OF ITS INDEMNITEES FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES, OR ANY LOSS OF PROFITS, REPUTATION, DATA OR DATA USE, 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 BEEN APPRISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES OCCURRING.
- 9.2. THE COMPANY'S CUMULATIVE TOTAL LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE CONSIDERATION ACTUALLY PAID TO COMPANY DURING THE SIX (6) MONTHS PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM.

10. TERM AND TERMINATION

- 10.1. This Agreement shall commence as of the Effective Date and shall remain in effect for a period of 12 months (the "**Initial Term**"). Thereafter, the Agreement will be automatically renewed for successive one (1) year periods, under the same terms (each, a "**Renewal Term**", and together with the Initial Term, the



"Term"), unless terminated by either Party no less than thirty (30) days prior to the expiration of the Initial Term or any Renewal Term (as applicable).

10.2. this Agreement may be terminated:

10.2.1. Immediately by either Party upon the material breach of this Agreement by the other Party which has not been cured within thirty (30) days of receipt of notice from the other Party.

10.2.2. By each Party upon a thirty (30) day prior written notice to the other Party;

10.2.3. Immediately if the other Party: (a) makes 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) commences 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.

10.3. Upon the termination of this Agreement for any reason: (a) Distributor shall immediately cease to use the Games and shall refrain from exercising any of the rights granted to Distributor in this Agreement; (b) Distributor shall return or delete to the Company, all copies of the Games and any Company Confidential Information in its possession or control, and provide the Company with a certificate signed by the chief executive officer of Distributor attesting the foregoing; and (c) pay any amounts owed to Company prior to the termination of this Agreement. For the avoidance of doubt, termination of this Agreement shall not require any compensation or damages to be paid by the terminating Party to the other Party, nor shall it affect either Parties accrued rights or liabilities.

10.4. 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, and in particular Sections 3, 5, 6, 8, 9, 10.3 or 11 shall so survive.

11. GENERAL

11.1. Independent Contractors. 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. Publicity. Neither Party (and none of their affiliates, employees, agents and consultants) shall 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 without the prior written consent of the other Party.

11.3. Entire Agreement. This Agreement, and any schedules, annexes or exhibits attached or referred hereto, represent the entire agreement between the Parties concerning the subject matter hereof, and hereby replace all prior and contemporaneous oral or written understandings and statements, and may be amended or modified only by a written agreement executed by both Parties.

- 11.4. Governing Law and Jurisdiction. 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.
- 11.5. Waiver. The failure of either Party to enforce any rights granted hereunder or to take action against the other Party in the event of any breach shall not be deemed a waiver by that Party as to subsequent enforcement or actions in the event of future breaches. 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.
- 11.6. Force Majeure. 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. 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.
- 11.7. Assignment. 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. Company may assign this Agreement without limitation. Any attempted assignment of rights, duties, or obligations hereunder, except in accordance with this Agreement, shall be null and void.
- 11.8. Notices. Notices to either Party shall be deemed given (a) four (4) business days after being mailed by airmail, postage prepaid, (b) the same business day, if dispatched by facsimile or electronic mail before 13:00 hour (Israel time) and sender receives acknowledgment of receipt, or (c) the next business day, if dispatched by facsimile or electronic mail after the hour 13:00 (Israel time) and sender receives acknowledgment of receipt.
- 11.9. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect and such provision shall be reformed only to the extent necessary to make it enforceable.
- 11.10. Counterparts. This Agreement may be executed in electronic counterparts, each of which counterpart, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

Grrr Tech B.V.

By:
Name:
Title:
Date:


Managing Director

June 7, 2024.

Mikai Tech LTD

By: Lior Shvartz
Name:
Title: CEO
Date: 16/6/2024



SCHEDULE "A"

Territorial Restrictions

The Company does not currently hold and is not intending to hold any licenses and thus any jurisdiction which requires the Company and/or the manufacturer of the Games to hold a license, is a Restricted Territory in which the Operator may not put or allow the Games for use.

"Restricted Territories" are any territory in which it is illegal to operate the Games or that requires a special regulatory agreement which is not held by the relevant parties (included as prescribed hereinabove), including without limitation: Israel, Iran, Syria, Lebanon, Malta, UK, Greece, Romania, Sweden, Australia, USA and its territories, Yemen, and any country or territory that is or the government of which is at any time subject to, or the target of economic or financial sanctions or trade embargoes administered by OFAC and/or the United Nations Security Council.

The list of Restricted Territories may be amended or adjusted from time to time by the Company, in its sole discretion, upon a written notice to the Distributor.



SCHEDULE "B"**Consideration**

1. Gross Gaming Revenue , GGR = Bet Amount – Win Amount (EUR\USD)
2. Ongoing revenue share for the Company's games ('Spinomenal' and 'Retro Games' brands and any future brands): monthly payments as a fixed percentage on a tiered (non-collapsible) basis, in accordance with the following chart:

Monthly GGR (€)	GGR Percentage (%)
0-2M	7.5
2M-3M	7
3M-4.5M	6.5
4.5M - ∞	6

3. 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 the avoidance of doubt, no negative carryover between the ascribed Section 2 consideration may be carried out without the Company's prior written approval (for the avoidance of doubt, including but not limited to any negative carryover between brands and/or Operators).
4. All positioning discounts provided to Operators by the Company shall be deducted from the GGR, for the purpose of revenue share calculation.
5. The Distributor shall notify Company of any End User winnings in the Games in excess of Ten Thousand Euros (€10,000 EURO).
6. For the 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.
7. Any and all cost of spins in the Games rewarded to End Users using the Company's free spins solution ("**Free Spins**") shall be borne exclusively by the Distributor and/or its Operators, and accordingly they shall not impact the GGR or Company's percentage thereof, and Distributor shall require applicable Operators to publish applicable accompanying notices to the End User which utilize free spins. The Distributor further agrees that Company may cancel the option to reward End Users with Free Spins in the Games upon prior written notice of thirty (30) days.




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SCHEDULE "C"**SERVICE LEVEL AGREEMENT**

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

DEFINITIONS

"**Defect**" means a material flaw or non-conformity that renders the Games faulty.

"**Defect Correction**" means either a bug fix, work-around, patch, or other modification or addition that resolves (whether temporarily or permanently) the defect in the Game.

"**High Priority Defect**" means a defect that renders the Games inoperative or causes a complete failure of the Game 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.

"**Medium Priority Defect**" means a defect that substantially degrades the operation, function or performance of the Games. For example: the Distributor's remote management system 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 the Games, and which is not a High Priority Defect or a Medium Priority Defect. For example: minor design flaws, spelling mistakes.

"**Notification**" means notification of a Defect via Company's help desk or via skype.

SUPPORT SERVICES AND SERVICE LEVELS

The Company's technical support personnel shall be available to Distributor to answer technical questions in relation to the Games via Company's help desk or via skype.

Company shall use its best endeavours to correct any defect reported by Distributor in accordance with the applicable priority levels below, within the requested timeframe below:

High Priority Defect	Acknowledgement of Defect and request for details: Immediate. 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, Company shall implement a workaround fix. Company 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

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	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, Company will implement a workaround fix. Company will provide permanent fixes for Medium Priority Defects in the next planned maintenance release after the workaround fix.
Low Priority Defect	Company shall provide a Defect Correction in the next Upgrade.

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