

MASTER SUBSCRIPTION AGREEMENT

CountR Care Program: Software Maintenance, Support & Platform Services

This Master Subscription Agreement (this “Agreement”) is entered into by and between CountR GmbH, with its principal place of business at Fahrenheitstraße 6, 14532 Kleinmachnow, Germany (“CountR”), and the legal entity identified as the customer in the Account Set-up Form submitted with the online acceptance of this Agreement (“Customer”). CountR and Customer are hereinafter collectively referred to as the “Parties” and individually as a “Party”.

WHEREAS Customer operates CountR CashIO devices in production environments; WHEREAS all CashIO devices operated in production environments require an active software maintenance subscription and access to the ART Server to ensure secure, current and supported system configurations; and WHEREAS the Parties wish to establish a direct contractual relationship under a single subscription framework; NOW, THEREFORE, the Parties agree as follows:

1. Structure of this Agreement

1.1 Components. This Agreement consists of this master document and the following Schedules, each of which is incorporated herein by reference:

Schedule 1: Level 3 Support, Support Credits and Service Levels

Schedule 2: CountR Care Essential, Software Maintenance

Schedule 3: ART Server (CountR hosted), Service Description

Schedule 4: CasinoSoft (Title 31 and Tax Forms Solutions), Third-Party Software Terms (optional; available at a later date)

Schedule A: Subscription Fees

Schedule B: Covered Devices

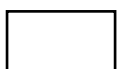
1.2 Core Subscription. Schedules 2 and 3 together constitute the “Core Subscription” and are subscribed jointly. Schedule 1 governs Level 3 Support, which is provided against Support Credits and is not included in the Core Subscription. Schedule 4 is an optional module that CountR intends to make available at a later date, potentially in connection with higher CountR Care service tiers. It applies only once CountR has made it available and the Parties have agreed its inclusion in writing; until then, Schedule 4 does not form part of the Services and no CasinoSoft fees are payable.

1.3 Order of Precedence. In the event of conflict, the following order of precedence applies: (i) this master document; (ii) the Schedules; (iii) CountR’s standard Terms and Conditions, available at www.countr.de/terms, which apply supplementarily.

1.4 Severability of Schedules. Each Schedule is legally severable. Termination or modification of Schedule 4 does not affect the validity or continuation of the remainder of this Agreement.

1.5 Online Acceptance and Effective Date. Customer accepts this Agreement by completing the Account Set-up Form, confirming each acceptance and signing electronically in CountR’s online enrolment process. Customer’s electronic acceptance constitutes its signature to this Agreement. This Agreement is concluded, and the Services are activated, when CountR confirms its acceptance of Customer in writing (e-mail sufficient) following completion of its customer onboarding review. The date of that confirmation is the “Effective Date”. CountR may decline Customer, in which case any amount paid by Customer is refunded in full and this Agreement does not take effect.

1.6 Documents Made Available. Before acceptance, CountR makes this Agreement, its Schedules and CountR’s standard Terms and Conditions available to Customer via hyperlink in the online enrolment process. The Account Set-up Form as submitted, the billing election and the device information provided by Customer form part of this Agreement, as reflected in Schedule A (Section A.5) and Schedule B.



1.7 Service Tier. Customer is onboarded on CountR Care Essential. CountR may offer higher service tiers at a later date, for example with included Support Credits, faster response times or further commercial benefits. Any change of service tier requires a written addendum and takes effect as stated in it.

2. Definitions

2.1 “Covered Device”. means each CashIO device identified by serial number in Schedule B.

2.2 “Software”. means the CashIO software stack as defined in Schedule 2, including the CashIO Operating System, CashIO Software and licensed features and modules.

2.3 “Third-Party Software”. means software owned by a third-party vendor and distributed by CountR under this Agreement, in particular CasinoSoft.

2.4 “Subscription Fees”. means the recurring fees set out in Schedule A.

2.5 “DMS”. means the CountR Document Management System through which software updates are distributed.

2.6 “Support Credit”. means a unit of entitlement to Level 3 Support, as further described in Schedule 1.

2.7 “CountR Care Essential”. means the software maintenance subscription described in Schedule 2.

3. Services

3.1 Level 3 Support. Level 3 Support is not included in the Core Subscription. CountR provides advanced technical support (Level 3) for the Covered Devices against Support Credits in accordance with Schedule 1, including the support hours, severity levels and response times defined therein.

3.2 Software Updates. As part of CountR Care Essential, CountR provides software maintenance and updates for the Covered Devices in accordance with Schedule 2, including the software lifecycle rules defined therein. Updates are delivered via the DMS.

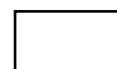
3.3 ART Server. CountR provides access to the ART Server platform as a CountR-hosted service in accordance with Schedule 3. Unless expressly agreed otherwise in writing, the ART Server service under the Core Subscription is provided in a shared hosting environment and does not include a dedicated or customer-specific ART Server instance. CountR will perform scheduled maintenance with reasonable advance notice where practicable. A dedicated ART Server instance or other customer-specific hosting configuration may be provided upon request, subject to technical availability and separate commercial terms and pricing agreed by the Parties.

3.4 Coverage. The Services apply exclusively to Covered Devices. Customer represents that Schedule B lists all CashIO devices it operates in production environments and shall notify CountR in writing of any additions within 30 days. Schedule B shall be updated accordingly. Additions take effect on the first day of the following month and are invoiced pro-rata. Reductions take effect at the beginning of the next renewal term; a pro-rata credit for a device permanently decommissioned during a term is granted only where Customer evidences the decommissioning in a form reasonably acceptable to CountR.

3.5 Out of Scope. Level 1 and Level 2 activities, on-site services, after-hours support, new feature development, custom integrations and services for devices not listed in Schedule B are not included in the Core Subscription. Level 2 services may be requested as an optional separate service in accordance with Section 3.6.

3.6 Optional Level 2 Services. Upon Customer's request and where no distributor or authorized service partner is assigned, CountR may provide Level 2 services within the meaning of Schedule 1 (including on-site diagnostics, hardware servicing, preventive maintenance and log collection) as a separate service. Level 2 services are not part of the Core Subscription, are subject to availability and prior written confirmation by CountR, and are charged through Service Credits in accordance with Schedule A (Section A.4). The number of Service Credits required for a particular service and the applicable pricing of Service Credits shall be based on CountR's then-current Service Credit rates. Travel, accommodation, third-party costs and related expenses are charged separately unless expressly agreed otherwise. Level 2 services do not carry response time commitments under Schedule 1.

3.7 Verification of Covered Devices. CountR may verify the number and identity of CashIO devices operated by Customer by means of device telemetry, ART Server records, software update records and serial number reporting, and may request written confirmation from Customer once per calendar year. Where a CashIO device is operated in a production environment without being listed in Schedule B, Customer shall pay the applicable Subscription Fees for that device retroactively from the date on which it entered production use, and the device shall be added to Schedule B. Support and updates provided for unlisted devices do not constitute a waiver of this Section.



3.8 Nature of the Covered Devices. The Covered Devices are cash handling and redemption terminals. They do not determine, generate or influence game outcomes, do not perform random number generation, do not accept, process or record wagers, and do not host player accounts or wagering functionality. The Services provided under this Agreement relate exclusively to the cash handling, redemption, payment and reporting functionality of the Covered Devices and to the platform services described in Schedule 3.

4. Third-Party Software (CasinoSoft)

4.1 Reseller Status. CasinoSoft is Third-Party Software developed and owned by a third-party vendor and distributed by CountR. Customer's use of CasinoSoft is governed by Schedule 4. CasinoSoft is optional and, once made available by CountR, may be selected for all or only part of the Covered Devices, for example where Customer operates in several states or jurisdictions. Devices for which CasinoSoft is not selected remain subject to the Core Subscription only.

4.2 Fee Pass-Through. CasinoSoft list fees are set out in Schedule A (Section A.2); the fees applicable to Customer are confirmed in the written addendum adding CasinoSoft. CasinoSoft fees are charged per Covered Device for which CasinoSoft has been added. The applicable volume tier is determined by the total number of Covered Devices for which CasinoSoft has been added, irrespective of the sites or jurisdictions at which those devices are operated. Customer may add CasinoSoft for further Covered Devices at any time, effective on the first day of the following month and invoiced pro-rata; removal of CasinoSoft from individual devices takes effect at the beginning of the next renewal term. The volume tier is redetermined upon each change. CasinoSoft fees are subject to an annual maintenance fee step-up of 10% per year. Fee adjustments imposed by the third-party vendor may be passed through to the Schedule 4 fees upon no less than 30 days' prior written notice. Any such adjustment applies only to future billing cycles and does not affect amounts already invoiced or paid.

4.3 Independent Termination. Either Party may terminate Schedule 4 for convenience upon 30 days' prior written notice without affecting the remainder of this Agreement. In such case, Customer receives a pro-rata refund of prepaid Schedule 4 fees for the unused period, unless the termination results from a breach by Customer.

4.4 Vendor Discontinuation. If the third-party vendor discontinues CasinoSoft or terminates its arrangement with CountR, CountR may terminate Schedule 4 upon written notice. In such case, Customer receives a pro-rata refund of prepaid Schedule 4 fees for the unused period; further liability of CountR in respect of such termination is excluded.

5. Fees and Payment

5.1 Subscription Fees. Customer shall pay the Subscription Fees set out in Schedule A per Covered Device. Fees are stated in USD, net of taxes.

5.2 Invoicing. Subscription Fees are invoiced in advance, commencing on the Effective Date, in accordance with the billing cycle elected by Customer in Schedule A (Section A.5), being either (i) annually in advance for the full 12-month period, or (ii) monthly in advance. The elected billing cycle applies for the duration of the then-current term and may be changed with effect from the next renewal term upon 30 days' prior written notice. The billing cycle elected under this Agreement applies to all Schedules, including Schedule 4, and supersedes any deviating billing cycle stated in a Schedule. Daily equivalents in Schedule A are stated for reference purposes only. Where monthly billing is elected, a surcharge of 8% is applied to the Subscription Fees to reflect the additional administrative and financing effort, and the total annual fee including the surcharge remains payable for the then-current term. The first billing period (12 months where annual billing is elected, or one month where monthly billing is elected) for the Covered Devices identified at enrolment is payable at the time of online enrolment (the "Initial Payment") and is applied to the first billing period commencing on the Effective Date.

5.3 Payment Terms. Except for the Initial Payment, which is due at the time of online enrolment, invoices are due within 30 days of the invoice date, without deduction. Payment shall be made in USD by any payment method made available by CountR from time to time and selected by Customer, including card and other online payment methods offered in the online enrolment process, bank transfer and ACH direct debit. CountR may add or discontinue payment methods upon 30 days' prior notice; where an elected method is discontinued, Customer shall elect an available alternative. Where Customer elects a direct debit method, Customer shall provide and maintain a valid authorization or mandate and ensure that sufficient funds are available on the due date. Costs of returned debits, chargebacks and bank charges imposed on CountR are borne by Customer. Late payments accrue interest at 1.5% per month or the maximum rate permitted by applicable law, whichever is lower. Customer may set off only against claims that are undisputed or have been finally adjudicated.

5.4 Indexation. Subject to the rate protection in Schedule A (Section A.5), the fees for Schedules 2 and 3 are adjusted automatically on each anniversary of the Effective Date by the percentage change of the U.S. Consumer Price Index for All Urban Consumers (CPI-U), as published by the U.S. Bureau of Labor Statistics, over the preceding 12 months, subject to a minimum adjustment of 3% per year. No separate notice is required for such indexation; the adjusted fees apply with the next invoice. Schedule 4 fees are adjusted in accordance with Section 4.2. Any adjustment beyond indexation requires no less than 60 days' prior written notice and takes effect at the beginning of the next renewal term. Where an adjustment under this



Section increases the Subscription Fees for the Core Subscription by more than 8% compared to the preceding 12-month period, Customer may terminate this Agreement with effect from the date on which the adjustment takes effect by written notice given within 30 days of receipt of the notice of adjustment.

5.5 Taxes. Customer is responsible for all applicable taxes, duties and levies arising from the Services, excluding taxes on CountR's income.

5.6 Suspension. If any undisputed invoice remains unpaid more than 30 days after its due date, CountR may, upon written notice, suspend the Services until payment is received. Suspension does not relieve Customer of its payment obligations. Where Customer is in default of payment on two or more occasions within any 12-month period, CountR may require, upon written notice, that the remaining term and all subsequent terms be invoiced annually in advance.

6. Term and Termination

6.1 Term. This Agreement commences on the Effective Date and runs for an initial term of 12 months. It renews automatically for successive 12-month periods unless either Party gives written notice of non-renewal at least 90 days prior to the end of the then-current term.

6.2 Schedule 4. Schedule 4 may be terminated independently in accordance with Sections 4.3 and 4.4.

6.3 Termination for Cause. Either Party may terminate this Agreement for material breach if the breach is not cured within 30 days of written notice. The right to extraordinary termination for good cause remains unaffected.

6.4 Insolvency. Either Party may terminate this Agreement with immediate effect upon written notice if the other Party becomes insolvent, ceases payments, or if insolvency proceedings are applied for or opened over its assets, to the extent permitted by applicable law.

6.5 Change of Control. Customer shall notify CountR without undue delay of any change of control, being the acquisition of the majority of its voting rights or of substantially all of its assets by a third party. CountR may terminate this Agreement upon 30 days' written notice given within 60 days of receipt of such notice.

6.6 Regulatory and Suitability Termination. Customer is solely responsible for assessing and complying with the legal and regulatory requirements applicable to its own operations, including any licensing, registration or approval requirements, and represents that it operates the Covered Devices in compliance with the laws applicable to it. CountR may terminate this Agreement or any Schedule with immediate effect upon written notice where Customer, any of its affiliates, officers or beneficial owners (i) becomes subject to sanctions or export restrictions, (ii) loses, has suspended or is refused a licence, permit or approval required for its operations, or (iii) in CountR's reasonable assessment gives rise to a material risk to CountR's own licences, permits, applications or suitability in any jurisdiction in which CountR is licensed or seeks to be licensed. CountR shall grant a pro-rata refund of prepaid fees for the unused period where termination under this Section is not attributable to a breach by Customer.

6.7 Effect of Termination. Upon termination: (i) all licenses granted hereunder end; (ii) Customer's access to the DMS and the ART Server ceases; (iii) Covered Devices transition to End-of-Support status in accordance with the lifecycle rules of Schedule 2; and (iv) Customer shall cease all use of the Software and shall delete or return all copies of the Software and related documentation within 10 days. Upon Customer's written request received no later than 30 days after termination, CountR will make Customer's transaction data held on the CountR hosted ART Server available for export in a standard machine-readable format; any effort exceeding a standard export is chargeable at CountR's applicable rates. Thereafter CountR may delete such data subject to statutory retention obligations. Prepaid fees are non-refundable, except in case of termination by Customer for cause or as provided in Sections 4.3, 4.4 and 6.6.

7. Customer Responsibilities

7.1 Support Process. Customer shall submit all Level 3 issues via the designated ticketing system to support@count.de, including issue description, terminal serial number, relevant log files and timestamps, in accordance with Schedule 1. Customer shall retain logs for a minimum of 30 days.

7.2 Level 1 / Level 2. Customer remains responsible for Level 1 activities and, where no distributor or service partner is assigned, for procuring Level 2 services in accordance with Schedule 1.

7.3 Updates and Environment. Customer is responsible for database backups prior to updates, deployment of updates, and maintaining its software and hardware environment in accordance with Schedule 2.

7.4 Lawful Operation and Notification. Customer shall operate the Covered Devices only for lawful purposes and in compliance with the laws and regulations applicable at each site of operation, and shall obtain and maintain any licence, permit or approval required for its own operations. Customer shall notify CountR without undue delay of any material change in the



regulatory status of its operations, including any enforcement action, seizure, licence suspension or revocation, indictment or court decision materially affecting the operation of the Covered Devices. CountR does not assess, advise on or warrant the lawfulness of Customer's operations.

7.5 Customer Information. Customer has completed the CountR Account Set-up Form as part of the online enrolment process and represents that the information provided therein is complete and accurate. Customer shall notify CountR in writing within 30 days of any material change to that information, in particular any change of legal entity, registered address, beneficial ownership of 25% or more, directors or officers, jurisdictions of operation, or licence status. CountR may verify the information provided and carry out sanctions and politically exposed person screening of Customer, its beneficial owners, directors and officers at onboarding and periodically thereafter, and Customer consents to such verification and screening.

8. Intellectual Property

8.1 Ownership. All intellectual property rights in the Software, the ART Server platform, the documentation and any deliverables remain with CountR or its licensors. Customer receives a non-exclusive, non-transferable, revocable right to use the Software and Services for the term of this Agreement and solely for the operation of the Covered Devices.

8.2 Restrictions. Customer shall not copy, modify, distribute, sublicense, reverse engineer, decompile or disassemble the Software except as expressly permitted by mandatory law.

9. Confidentiality

9.1 Obligation. Each Party shall keep confidential all information of the other Party that is marked confidential or is reasonably to be understood as confidential, and shall use such information solely for the performance of this Agreement. This obligation survives termination of this Agreement for a period of 3 years.

10. Warranties

10.1 Services. CountR will perform the Services with reasonable skill and care and in material accordance with the Schedules.

10.2 Third-Party Software. For Third-Party Software, CountR passes through the warranties provided by the respective vendor to the extent legally possible. Any further warranty for Third-Party Software is excluded.

10.3 Disclaimer. Except as expressly set out in this Agreement, all further warranties are excluded to the extent permitted by applicable law.

11. Limitation of Liability

11.1 Cap. The total aggregate liability of CountR under this Agreement shall not exceed the fees paid by Customer in the 12 months preceding the claim.

11.2 Consequential Damages. Neither Party shall be liable for indirect, incidental or consequential damages, including loss of profit, loss of revenue or loss of data.

11.3 Exceptions. The limitations in this Section 11 do not apply to damages caused by intent or gross negligence, to injury to life, body or health, to liability under mandatory product liability law, or to the breach of a material contractual obligation the fulfilment of which is essential to the proper performance of this Agreement and on the observance of which Customer may regularly rely. In the case of a slightly negligent breach of such a material contractual obligation, CountR's liability is limited to the foreseeable damage typical for this type of contract.

12. Intellectual Property Indemnity

12.1 Indemnity. CountR will indemnify Customer against third-party claims that the CountR Software, as provided and used in accordance with this Agreement, infringes intellectual property rights, provided Customer promptly notifies CountR and grants CountR sole control of the defense. This indemnity does not apply to Third-Party Software.

13. Data Protection and Compliance

13.1 Compliance. Each Party shall comply with applicable laws, including data protection, gaming-regulatory and export control laws. Where CountR processes personal data on behalf of Customer, the Parties will enter into a separate data processing agreement. Customer grants CountR the right to use technical, operational and transactional data generated by



the Covered Devices in aggregated and anonymised form for the purposes of product development, service quality, security and statistical analysis. Such use does not permit the identification of Customer, its sites or its patrons.

13.2 Regulatory Change. Adaptations of the Software or the Covered Devices required as a result of new or amended legal, regulatory or certification requirements are not included in the Core Subscription. CountR will inform Customer of such requirements where known to it and will quote the required work separately.

14. Force Majeure

14.1 Force Majeure. Neither Party is liable for delays or failures caused by circumstances beyond its reasonable control. Performance will resume once the cause of the delay is resolved.

15. General Provisions

15.1 Entire Agreement. This Agreement, including its Schedules, constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior arrangements, including any informal or unpaid service arrangements existing prior to the Effective Date.

15.2 Amendments. Amendments must be made in writing and signed by duly authorized representatives of both Parties. This does not affect the conclusion of this Agreement by electronic acceptance in accordance with Section 1.5.

15.3 Severability. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions remain in full force and effect.

15.4 Waiver. Failure to enforce any provision does not constitute a waiver of that provision or of any other right.

15.5 Assignment. Neither Party may assign this Agreement without the prior written consent of the other Party, except to an affiliated company.

15.6 Notices. Notices must be given in writing to the addresses stated above. Operational communications may be sent to support@countR.de.

15.7 Governing Law. This Agreement is governed by the substantive laws of Germany, excluding its conflict of law rules and excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

15.8 Dispute Resolution. All disputes arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce (ICC) by one arbitrator appointed in accordance with those Rules. The seat of arbitration is Zurich, Switzerland. The language of the arbitration is English. The award is final and binding on the Parties.

15.9 Exceptions to Arbitration. Notwithstanding Section 15.8, either Party may apply to any court of competent jurisdiction for interim or conservatory measures, and CountR may pursue claims for payment of undisputed invoices before the ordinary courts at Customer's registered seat or at CountR's registered seat, at CountR's election. Recourse to the courts under this Section does not constitute a waiver of the arbitration agreement.

Electronic Acceptance

This Agreement is accepted by Customer electronically in accordance with Section 1.5; no handwritten signature is required. CountR retains a record of the acceptance, including the name, title and e-mail address of Customer's authorised signatory, the date and time of acceptance, the documents accepted and the electronic signature.



Schedule 1: Level 3 Support, Support Credits and Service Levels

S1.1 Scope. This Schedule defines the Level 3 Support that CountR provides against Support Credits for CashIO devices and, as provided in Schedule 3, for the ART Server. It establishes the operational procedures, responsibilities and service boundaries for supporting deployed systems in production environments. Level 3 Support is not included in CountR Care Essential. Capitalised terms not defined in this Schedule have the meaning given in the Agreement.

S1.2 Support Levels. Support is organised in three levels:

Level 1 (Customer Operations): basic operational tasks and issue identification, including loading and unloading of consumables, cash and media within the device; on-site cleaning and monitoring of the CashIO device; Level 1 repairs, such as replacing faulty modules within the device; and collecting information on operational issues or incidents affecting the device or its users and escalating unresolved issues to Level 2.

Level 2 (Distributor / Authorised Service Partner): administrative and workshop tasks, including on-site diagnostics and hardware servicing, preventive maintenance, log collection and validation, and structured escalation to Level 3. Where no distributor is assigned, CountR may perform Level 2 activities on request in accordance with Section 3.6 of the Agreement. Level 2 activities are not included in this Schedule.

Level 3 (CountR Engineering): advanced technical support, including advanced diagnostics, root cause analysis, and defect identification and workaround definition. Level 3 Support depends on structured escalation from Level 2 with complete diagnostic data.

S1.3 Level 3 Services. Level 3 Support includes the analysis of system logs and transaction data, the identification of software defects or abnormal behaviour, guidance on corrective actions or workarounds, and escalation to CountR's development team where required. CountR may defer, reject or reclassify support requests that have not undergone appropriate Level 2 investigation, including the provision of sufficient diagnostic data such as logs, timestamps and reproducible steps.

S1.4 Escalation Workflow. Issues are handled in the following sequence: (i) the issue is identified at Level 1; (ii) Level 2 investigates and collects logs; (iii) the issue is escalated to Level 3 with complete data; (iv) CountR analyses and responds; and (v) a resolution or workaround is provided. Incomplete escalation may delay the resolution of the issue.

S1.5 Support Hours. Level 3 Support is available (i) Monday to Friday, 09:00 to 17:00 Central European Time from Germany, excluding public holidays in Germany, and (ii) Monday to Friday, 09:00 to 18:00 US Central Time from the United States, excluding public holidays in the United States (together, the "Support Hours"). A "Business Day" is any day on which Support Hours apply. Support outside Support Hours may be provided under a separate agreement.

S1.6 Severity Levels. Severity levels define business impact and prioritisation:

Severity 1 (Critical): complete system outage, no transactions possible.

Severity 2 (High): major functionality unavailable, limited operations.

Severity 3 (Medium): partial functionality impacted.

Severity 4 (Low): general inquiries or minor issues.

CountR determines the severity level acting reasonably and taking into account Customer's classification of the request.

S1.7 Submitting Requests. All Level 3 requests are submitted by e-mail through the designated ticketing system at support@count.de and must include a detailed description of the issue, the terminal serial number, the relevant log files and timestamps. Tickets lacking the required information may not be accepted for Level 3 processing. Customer shall retain logs for a minimum of 30 days; failure to provide log files may prevent investigation of the issue.

S1.8 Completeness Check and Response Times. CountR confirms the completeness of a ticket within 2 hours of its receipt. If CountR does not respond within 2 hours, the ticket is deemed complete and the response time begins. For requests covered by available Support Credits, CountR provides an initial response within the following times after the ticket is complete:

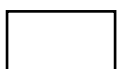
Severity 1 (Critical): 1 Business Day.

Severity 2 (High): 2 Business Days.

Severity 3 (Medium): 3 Business Days.

Severity 4 (Low): 5 Business Days.

All times are measured within Support Hours. An initial response is the first reply from CountR's support team assessing the request and initiating analysis. Response times are not resolution times. Response times are suspended while CountR is awaiting information or action from Customer and do not give rise to service credits or fee reductions.



S1.9 Support Credits. Each Level 3 engagement consumes Support Credits according to its scope and complexity, as reasonably classified by CountR: typically one Support Credit for a low-effort engagement (e.g. focused assistance, straightforward configuration support, initial investigation), two Support Credits for a medium-effort engagement (e.g. advanced troubleshooting, diagnostics and configuration analysis) and three or more Support Credits for a high-effort engagement (e.g. complex multi-system or cross-environment issues). Where an engagement is expected to consume more than one Support Credit, CountR will inform Customer before continuing. The consumption of Support Credits never results in a retrospective invoice.

S1.10 Defects. Engagements attributable to a defect in the Software or in CountR hardware do not consume Support Credits.

S1.11 Welcome Credits. Upon activation, Customer receives five (5) Support Credits at no charge ("Welcome Credits"). Welcome Credits are provided per Customer, irrespective of the number of Covered Devices, must be used within six (6) months of the Effective Date and expire thereafter. Welcome Credits are used before any purchased Support Credits, have no cash value and are not refundable or transferable.

S1.12 Additional Support Credits. Customer may purchase additional Support Credits at any time in accordance with Schedule A (Section A.6). Where no Support Credits are available, CountR will inform Customer upon receipt of a request; the response times in Section S1.8 apply from the time Support Credits are available.

S1.13 Outside Support Credits. Project work, custom development, customer-specific integrations, on-site services and other levels of support are not covered by Support Credits and are quoted and invoiced separately.

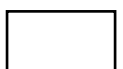
S1.14 Customer Environment. Customer ensures trained technical staff for Level 2 activities (or an assigned distributor or service partner), a maintained system environment, preventive maintenance, backups, remote access when required, network connectivity and stability, a stable power supply and environmental control (temperature, humidity). Where a distributor or service partner is assigned, it is responsible for maintaining the operational capability required to support the installed base, including maintaining installation and recovery media, supporting software updates across supported platforms, managing mixed hardware environments and performing Level 2 validation prior to escalation. Operational limitations within the distributor organisation do not constitute a service failure and do not transfer responsibility to CountR.

S1.15 Supported Configurations. Level 3 Support applies only to systems operating within supported configurations and software versions under Schedule 2. Failure to maintain supported configurations may result in delayed, limited or suspended support.

S1.16 Exclusions. Issues related to external systems remain the responsibility of their respective vendors. Level 3 Support does not cover: (i) third-party systems (e.g. CMS, payment providers); (ii) network infrastructure issues; (iii) misuse (e.g. incorrect jam clearance); (iv) mechanical damage due to improper handling; (v) unauthorised modifications; (vi) software versions in End-of-Support status under Schedule 2, for which CountR provides best-effort assistance only; (vii) Third-Party Software, except as provided in Schedule 4 where applicable; and (viii) the services listed in Section 3.5 of the Agreement. Regulatory certification (e.g. GLI) is not included unless explicitly agreed in writing; certification costs are borne by Customer.

S1.17 Product Evolution. Operational constraints, including deployment processes, tooling or internal workflows, do not constitute product defects or service failures. CountR systems may evolve over time due to component availability and product development. Changes to hardware, operating systems or internal components do not constitute defects and do not create an obligation to align or retrofit existing systems. Variation between hardware and software generations is expected and does not constitute a defect or a service obligation.

S1.18 Escalation Compliance. Repeated failure by Customer or its service partner to meet the Level 2 escalation requirements of this Schedule, where this materially impacts CountR's ability to deliver Level 3 Support, constitutes a material breach for the purposes of Section 6.3 of the Agreement.



Schedule 2: CountR Care Essential, Software Maintenance

S2.1 CountR Care Essential. CountR Care Essential is the mandatory software maintenance subscription for each Covered Device. It defines the scope, responsibilities and lifecycle rules governing the software provided by CountR for the CashIO platform. It does not include Level 3 Support, which is provided against Support Credits under Schedule 1. This Schedule applies to the CashIO platform; the ART Server is governed by Schedule 3.

S2.2 Software Stack. The Software comprises: (i) the CashIO Operating System, a Linux-based operating system providing core functionality and hardware control; (ii) the CashIO Software, the Java-based core application software (Runtime / ART.jar); and (iii) features and software modules, including feature sets and interface modules such as BON (Bonus System), COS (Casino Online System), DRS (Dispense Request Service), JOS (Jackpot Online System), MON (Monitoring), SEC (Security) and TAC (Transaction Authorization and Confirmation) modules, and others.

S2.3 Software Configuration. The software configuration is the entire software stack of a CashIO device, including the dedicated set of features and modules ordered with the device. Software updates apply only to the software configuration ordered with the device. Enabling additional features or modules is subject to additional fees.

S2.4 Release Types. CountR provides the following release types: (i) Hotfix, for critical issue resolution; (ii) Maintenance Release, for stability and minor fixes; (iii) Feature Release, for new functionality, which may require validation; and (iv) Major Release, for significant system changes, which may require migration. CountR determines the release classification.

S2.5 Maintenance Included. Software maintenance includes bug fixes and patches, security updates, compatibility updates and minor performance improvements.

S2.6 Maintenance Not Included. Software maintenance does not include: (i) new feature development, unless explicitly agreed in writing; (ii) major system redesigns; (iii) custom integrations; (iv) major version changes or software generation changes; (v) software updates required as a result of major API changes in third-party software; and (vi) customer-specific customisations, unless agreed in writing.

S2.7 Delivery of Updates. CountR publishes software updates on a regular basis and delivers them via the DMS or other designated distribution channels. Customer may subscribe to e-mail notifications in the DMS for dedicated software versions, which are sent whenever new updates for those versions become available.

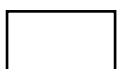
S2.8 Installation Responsibility. Customer and/or its service partners are responsible for performing database backups prior to software updates, ensuring data integrity, downloading software updates from the DMS, ensuring compatibility with their environment, scheduling installation and deploying software updates. Subject to Section 11 of the Agreement, CountR is not responsible for data loss resulting from the update process.

S2.9 Software Lifecycle. CountR software follows a defined lifecycle: (i) Supported, with full updates and fixes; (ii) Maintenance Mode, with critical fixes only; and (iii) End-of-Support, with no further updates or fixes. CountR defines the lifecycle timelines for its products.

S2.10 Customer Responsibilities. Customer is responsible for: (i) maintaining the software environment, including keeping the software up to date with patches, updates and upgrades as necessary; (ii) ensuring that all software components required by the product are compatible with each other and with the operating environment; (iii) managing the configuration of software components so that they meet the product's requirements and are compatible with CountR's services; (iv) monitoring the performance of the software environment and notifying CountR of any significant issues or deviations; (v) implementing and communicating to CountR any major changes to the software environment, including upgrades, migrations or changes in software versions that could affect the product's operation; (vi) implementing appropriate backup and recovery procedures to ensure data integrity and continuity of operations; and (vii) implementing security measures to protect the software environment from unauthorised access, viruses, malware and other threats. Where a distributor or service partner is assigned, it is responsible for maintaining the operational capability required to support the installed base, including maintaining installation and recovery media and maintaining software updates across supported platforms. Operational constraints do not constitute a product defect and do not transfer responsibility to CountR. Incorrect installation may void support eligibility.

S2.11 Change Management. Customer shall inform CountR of major environment changes, such as third-party interface updates, and shall validate updates in staging environments where possible. Failure to follow change management practices may impact system stability. Failure to maintain supported versions or deployment capability may impact eligibility for support services.

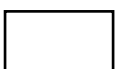
S2.12 Compatibility and Dependencies. CountR aims to maintain compatibility across supported hardware generations. However, compatibility does not imply identical system configurations, does not eliminate the need for operational alignment and does not create an entitlement to upgrades or hardware replacement. Compatibility with third-party systems is not supported unless explicitly validated and agreed by CountR in writing. Software updates do not create an obligation for CountR to align system configurations across installations or hardware generations. Software operation may depend on the installed



hardware and software stack, including the main board and controller boards, operating system versions, CashIO software versions, software modules, database versions and external integrations. Customer shall maintain these dependencies.

S2.13 Product Evolution. Section S1.17 of Schedule 1 applies accordingly to the Software.

S2.14 Regulatory Changes and Certification. Where CountR incorporates functionality addressing new or amended legal or regulatory requirements into a generally available release of the Software, that release is provided under this Schedule without additional charge. Adaptations required only for Customer, or for a specific jurisdiction, site or certification, that are not incorporated into a generally available release are subject to Section 13.2 of the Agreement. Software updates may require certification (e.g. GLI). Regulatory certification is not included unless explicitly agreed in writing, and associated certification costs are borne by Customer.



Schedule 3: ART Server (CountR hosted), Service Description

S3.1 Service. CountR provides Customer with access to the ART Server platform as a CountR-hosted service in a shared hosting environment for the Covered Devices, including the device management, transaction management, monitoring and reporting functionality contained in the standard version of the ART Server as made available from time to time. A dedicated or customer-specific ART Server instance is not included (Section 3.3 of the Agreement).

S3.2 Hosting. CountR hosts the ART Server with a third-party cloud hosting provider selected by CountR. CountR may change the hosting provider or hosting location, provided that the level of security is not materially reduced. CountR will inform Customer of the hosting region on request.

S3.3 Availability. CountR targets an availability of the ART Server of 99.5% per calendar month. Scheduled maintenance, emergency maintenance and unavailability caused by circumstances outside CountR's control, including Customer's networks, internet connectivity and force majeure, are excluded from this calculation. The availability target does not give rise to service credits or fee reductions.

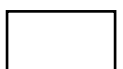
S3.4 Maintenance. CountR announces scheduled maintenance at least 5 Business Days in advance and performs it outside Support Hours where practicable. Emergency maintenance, in particular to address security risks, may be carried out without prior notice; CountR will inform Customer promptly.

S3.5 Backups. CountR creates daily backups of the data held on the ART Server and retains them for 30 days for recovery purposes. These backups do not replace Customer's own records. Customer is responsible for exporting and retaining any reports or data it requires for its own record-keeping and regulatory obligations.

S3.6 Access and Security. CountR applies appropriate technical and organisational security measures to the ART Server. Access is provided through individual user accounts. Customer is responsible for managing its user accounts, keeping access credentials confidential and promptly deactivating accounts that are no longer required.

S3.7 Customer Data. Data generated by Customer's use of the ART Server remains Customer's data. CountR uses it to provide the Services and as permitted by Section 13.1 of the Agreement. Data export upon termination is governed by Section 6.7 of the Agreement.

S3.8 Support. Level 3 Support for the ART Server is provided against Support Credits under Schedule 1.



Schedule 4: CasinoSoft (Title 31 and Tax Forms Solutions), Third-Party Software Terms

S4.1 Availability. CasinoSoft is an optional module that is not yet available for selection. CountR intends to offer it at a later date, potentially in connection with higher CountR Care service tiers. This Schedule applies only once CasinoSoft has been added for specific Covered Devices by a written addendum stating the applicable fees. Until then, Customer has no right to use CasinoSoft under this Agreement and no CasinoSoft fees are payable.

S4.2 Product. CasinoSoft is Third-Party Software developed and owned by CasinoSoft, LLC, Nevada, USA (the “Vendor”) and distributed by CountR in accordance with Section 4 of the Agreement. It supports the creation and maintenance of customer accounts and of certain tax forms, such as W-8, W-9, 1099 and 1042 forms, on CashIO devices and other self-service terminals.

S4.3 Contracting. CountR is Customer’s sole contractual counterparty for CasinoSoft. CountR invoices the CasinoSoft fees and handles any suspension or cancellation. Customer does not need to enter into a separate agreement with the Vendor.

S4.4 Licence. Subject to timely payment of the applicable fees, Customer receives a limited, non-exclusive, non-transferable right to use CasinoSoft on the Covered Devices for which it has been added, for Customer’s own business operations and related accounting functions. All rights in CasinoSoft remain with the Vendor. Customer shall not copy, modify, sublicense, transfer, reverse engineer, decompile or otherwise attempt to derive the source code of CasinoSoft, or permit any third party to do so.

S4.5 Support. Customer submits all CasinoSoft requests to support@countR.de. Level 1 and Level 2 support for CasinoSoft is provided by or on behalf of the Vendor and coordinated through CountR. Level 3 Support is provided by CountR in accordance with Schedule 1.

S4.6 Updates. CasinoSoft updates, including updates addressing changes in governmental reporting requirements (e.g. IRS or FinCEN), are provided as and when made available by the Vendor. Customer-specific modifications or changes to Customer’s own reporting requirements are not included and are quoted separately where the Vendor agrees to perform them.

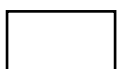
S4.7 Installation and Training. CountR installs CasinoSoft remotely on the relevant Covered Devices. Training is provided as agreed in the addendum. Travel, accommodation and other out-of-pocket expenses for any on-site installation or training are charged separately.

S4.8 Customer Compliance. CasinoSoft supports Customer in meeting its reporting obligations but does not constitute tax, legal or regulatory advice. Customer remains solely responsible for its tax reporting and filing obligations, for the accuracy and completeness of the data entered, and for obtaining any regulatory approvals required for its use of CasinoSoft.

S4.9 Customer Data. CasinoSoft processes account and tax data of Customer’s patrons, which may include personal data. Customer authorises CountR and the Vendor to process such data to the extent required to provide CasinoSoft. The Parties will enter into a data processing agreement in accordance with Section 13.1 of the Agreement before CasinoSoft is activated.

S4.10 Fees, Term and Termination. CasinoSoft fees are charged per Covered Device as set out in the addendum and are subject to Section 4.2 of the Agreement. Termination of this Schedule, including on discontinuation by the Vendor, is governed by Sections 4.3 and 4.4 of the Agreement.

S4.11 Warranties and Liability. Warranties for CasinoSoft are limited to those passed through by CountR in accordance with Section 10.2 of the Agreement. The intellectual property indemnity in Section 12.1 of the Agreement does not apply to CasinoSoft.



Schedule A: Subscription Fees

All fees per Covered Device, in USD, net of taxes. The fees shown in the tables below are the fees payable on annual advance payment. The per day and per month figures are equivalents of the annual fee, stated for reference purposes only (365 days, 12 months). Where monthly billing is elected, the surcharge under Section A.5 applies. Fees for Schedules 2 and 3 are subject to annual CPI indexation (minimum 3% per year) in accordance with Section 5.4.

A.1 Core Subscription (Schedules 2 and 3, mandatory)

Component	Per device / day	Per device / month	Per device / year
CountR Care Essential, Software Maintenance (Schedule 2)	\$2.49	\$75.83	\$909.96
ART Server, CountR hosted [shared environment] (Schedule 3)	\$1.64	\$50.00	\$600.00
Core Subscription total	\$4.14	\$125.83	\$1,509.96

ART Server pricing under the Core Subscription is based on access to a shared CountR-hosted environment. Dedicated ART Server instances and customer-specific hosting configurations are not included and are subject to separate pricing and written agreement.

A.2 CasinoSoft (Schedule 4, optional): list prices per device by volume tier

Volume tier	Per device / day	Per device / month	Per device / year	Code
1 to 5 kiosks	\$8.22	\$250.00	\$3,000.00	114
6 to 15 kiosks	\$7.63	\$232.00	\$2,784.00	115
16 to 40 kiosks	\$7.07	\$215.00	\$2,580.00	116
41 to 100 kiosks	\$6.48	\$197.00	\$2,364.00	117
More than 100 kiosks	\$5.92	\$180.00	\$2,160.00	118

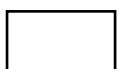
The fees above are CountR's list prices for CasinoSoft per Covered Device. CasinoSoft is not part of the Core Subscription and is not yet available for selection under this Agreement; CountR intends to make it available at a later date, potentially in connection with higher CountR Care service tiers. The volume tier is determined in accordance with Section 4.2 of the Agreement. The fees applicable to Customer are those confirmed in the written addendum adding CasinoSoft. CasinoSoft fees are subject to an annual maintenance fee step-up of 10% per year and to vendor fee adjustments in accordance with Section 4.2; the rate protection in Section A.5 does not apply to them.

A.3 Total per Covered Device: Core Subscription plus CasinoSoft (list prices)

Volume tier	Per device / day	Per device / month	Per device / year
1 to 5 kiosks	\$12.36	\$375.83	\$4,509.96
6 to 15 kiosks	\$11.76	\$357.83	\$4,293.96
16 to 40 kiosks	\$11.21	\$340.83	\$4,089.96
41 to 100 kiosks	\$10.61	\$322.83	\$3,873.96
More than 100 kiosks	\$10.05	\$305.83	\$3,669.96

A.4 Optional Level 2 Services (on request, separately invoiced)

Service	Commercial Basis	Unit
Level 2 services (time and materials)	Service Credits	As consumed



Level 2 Services may be provided on request and are charged through **CountR Service Credits**. Service Credits are purchased separately at CountR's then-current applicable rates and are not included in the Subscription Fees.

The number of Service Credits required for a particular service or engagement will be communicated by CountR prior to performance where reasonably practicable. **Pricing and applicable consumption rates for Service Credits may be updated by CountR from time to time.**

Travel, accommodation, third-party costs and other out-of-pocket expenses are not included in Service Credits unless expressly agreed otherwise and will be quoted or invoiced separately.

A.5 Billing and Payment Election

Billing cycle: as elected by Customer in the online enrolment process (annually in advance or monthly in advance).

Payment method: for the Initial Payment, as selected by Customer in the online enrolment process; for subsequent invoices, any payment method made available by CountR in accordance with Section 5.3.

Where no election is made, the fees are invoiced annually in advance by bank transfer. Available payment methods may change in accordance with Section 5.3.

Monthly billing surcharge: where monthly billing is elected, a surcharge of 8% is added to all Subscription Fees. The fees stated in Sections A.1 to A.3 apply to annual advance payment.

Example (Core Subscription, one device): annual advance payment \$1,509.96 per year. Monthly billing: \$125.83 plus 8% = \$135.90 per month, being \$1,630.80 per year.

Rate protection: the fees in this Schedule A are locked for 24 months from the Effective Date. Indexation under Section 5.4 applies for the first time on the second anniversary of the Effective Date.

CasinoSoft (Schedule 4): not yet available for selection; see Section A.2.

A.6 Support Credits (Schedule 1)

Five (5) Welcome Credits are included upon activation in accordance with Schedule 1 (Section S1.11). Additional Support Credits are purchased on Customer's written order at CountR's then-current price, which CountR provides to Customer before purchase. Purchased Support Credits are invoiced on order and payable in advance, are valid for 12 months from the date of purchase and expire thereafter. Support Credits have no cash value and are not refundable or transferable.

Schedule B: Covered Devices

The Covered Devices are the CashIO devices, identified by serial number, model and location, that Customer enters in the online enrolment process, as verified by CountR. CountR records the Covered Devices in its systems and confirms them to Customer with the activation confirmation under Section 1.5 of the Agreement. Customer confirms that the devices entered include all CashIO devices it operates in production environments.

Additions and removals of Covered Devices shall be notified to CountR in writing and take effect on the first day of the following month. Fees are adjusted pro-rata with the next invoice. CountR provides Customer with its current list of Covered Devices on request.

