

Service Level and Support Agreement

This Service Level and Support Agreement (“SLA”) by and between Playermaker and Customer (identified in the Order) provides the terms and conditions for Playermaker’s provision of Support Services to Customer in connection with the Services. This SLA, is hereby incorporated and made part of the Playermaker Service Terms and Conditions (“Terms”) and corresponding Order and it will be interpreted in accordance with the Terms.

1. **Updates.** Playermaker shall provide Updates to Customer at the same time that the relevant updates are generally released by Playermaker to its other customers and Customers. Customer shall be solely responsible for (i) distributing said Updates to its end users (each, a “User”); and (ii) promptly installing (or causing to be installed in connection with Users) all Updates in accordance with Playermaker’s instructions. Notwithstanding the foregoing, all Updates shall be supplied according to Playermaker’s then prevailing policies, which may include automatic updating without any additional notice to Customer or Users.
2. **First Level Support.** Customer shall, at its own expense, be responsible for providing its Users with first level support for the Software, which shall consist of the following:
 - (i) receiving and providing an initial response to all Users’ technical inquiries regarding the use and operation of the Software;
 - (ii) receiving User enquiries regarding material failures in the Software (including a failure to materially conform to the specification of the Software) (an “Error”) and, where possible, implementing Error resolutions that do not require Second Level Support (as defined below); and
 - (iii) communication with Users;(collectively known as, “First Level Support”).
3. **Second Level Support.** Second Level Support shall be defined as Playermaker using commercially reasonable efforts to resolve an Error within the specified response times according to the applicable Support Plan (as defined below).
4. **Error Notice.**
 - 4.1. In the event that Customer (i) receives notice of an Error from one of its Users and is unable to resolve said Error under the First Level Support, or (ii) experiences an Error while exercising its own rights under the Term or Order, Customer may refer such Error to Playermaker for Second Level Support.
 - 4.2. Customer’s notice to Playermaker (the “Error Notice”) must include all relevant technical and contextual information; and must be submitted to Playermaker (i) via email at info@playermaker.com, or (ii) via telephone at +442038089262 (each a “Notification Channel”). Playermaker is not under any obligation to respond to any Error Notice that is not submitted via one of the Notification Channels.
 - 4.3. Any Error Notice validly submitted via a Notification Channel within the Business Hours (as defined in the Support Plan Exhibit attached) will be considered received at the time submitted on that day. An Error Notice validly submitted via a Notification Channel outside of the Business Hours will be considered received within the first Business Hour of the next business day.
 - 4.4. Customer shall be responsible for management and administration of Error reports from its Users, and Playermaker shall not accept any request for maintenance or support services directly from Users.
5. **Exclusions.** Playermaker shall have no obligation to provide support services in connection with:
 - (i) Software which has been altered or modified (other than by Playermaker or with Playermaker’s

authorization); (ii) Errors caused by Customer's or any User's (or any third party's) misuse, negligence, or use in any way that is inconsistent with this SLA, the Terms, the Order and/

6. or with Playermaker's written instructions; and/or (iii) any hardware malfunction or other causes beyond the control of Playermaker.

7. Support Plans.

7.1. Customer shall purchase from Playermaker one of the support plans listed in the Support Plan Exhibit below ("**Support Plans**").

7.2. For the purposes of the Support Plans, Playermaker shall handle Errors in accordance with the Error levels as defined in this Section 6.2 (and as shall be classified at Playermaker's reasonable discretion):

- (i) **Major Error** means an Error that causes serious disruption to business activity and preventing use of the Software for the purposes it was designed in accordance with the Specifications.
- (ii) **Moderate Error** means an Error that causes the Software not to operate in accordance with the Specifications but to still be usable with difficulty (e.g. by means of a "work-around" solution), and with some (not serious) disruption to business activity. The urgency is less than in critical situations because of a lesser immediate or impending effect on system performance, Users, and the Users' operation.
- (iii) **Minor Error** means an Error that causes the Software not to operate completely in accordance with the Specifications but with no disruption to business activity and no material impact on service to Users.

Support Plan Exhibit

Support Plan			
Error Type	Response Time during Business Hours	Business Hours	Maintenance Fee
Major Error	Up to one (1) hour	08.00 – 17.00 GMT on Business Days	As detailed in the purchase agreement
Moderate Error	Up to four (4) hours		
Minor Errors	Within two (2) Business Days		

For the purpose of this Support Plan Exhibit:

“**Business Days**” shall mean Monday through Friday, other than national/public holidays in the UK.

“**Response Times**” means the length of time between the receipt by Playermaker of the respective Error Notice until Playermaker begins to handle the respective Error (and for clarity, merely sending an automatic acknowledgement of receipt of Error Notice shall not be considered handling the Error in accordance with this definition).