

EGM Software License

(Sometimes referred to as "Exhibit F," or otherwise as appropriate, in Agreements or other documents.)

Incredible Technologies, Inc. ("IT,") hereby grants, in conjunction with the sale of physical EGM set forth in the legally binding document to which this License is attached and made a part of, if any, the party otherwise identified herein as "Buyer," (but hereafter in this License "Licensee") the right to install and use certain copyrighted computer software produced by IT under the following terms and conditions. This License shall govern the use of the software present on IT`s EGM ("Software"), which can be stored and executed on IT`s physical EGM, including but not limited to "Magic Touch" and "Infinity" brand EGM.

1) Licensing Fee

The Licensing Fee ("LF") shall be as follows:

As set forth in the invoice, purchase agreement, or other legally binding document transferring title, ownership and/or physical possession of the EGM upon which the Software or Update is installed, but in no event less than Ten (10) United States Dollars. If the LF is not called out in such document, it shall be considered included with the purchase price or other monies due under the terms of such document.

2) Term and Territory

This License shall be valid on the date that Licensee takes delivery of the physical EGM upon which the Software is installed. If any computer code that updates, improves, or changes the Software ("Updates") is delivered to Licensee, either on physical media or through direct electronic transmission, this License shall apply to those Updates upon the date that the Updates are installed on a duly licensed IT-manufactured physical EGM.

The Term of this License shall be Perpetual and throughout the Universe for the Software and any Updates to the Software on the IT-manufactured EGM upon which it is first installed unless the terms of the invoice, purchase agreement, or other legally binding document transferring title, ownership, and/or physical possession of the EGM upon which the Software or Update is installed read differently. In such case, the terms of such document shall be controlling and any language affecting the Term and Territory therein shall be incorporated into this License by reference.

3) License Rights

Licensee shall have the right to utilize the Software and any Updates on a single authorized IT-manufactured physical EGM in the normal course of business and as controlled by the other terms of this License, the larger EGM Sales Agreement or other applicable legally binding document, and the laws and regulations of all relevant jurisdictions. Neither the Software nor any Updates to the Software, nor any copies of either, may be transferred to any other EGM, or to any other device capable of storing or executing computer code, for any reason other than ordinary and reasonable back-up purposes, without the prior written consent of IT. The possession or use of any copy, other than ordinary and reasonable back-up copies, is an unlicensed use and Licensee stipulates that such shall constitute the willful infringement of copyright under all applicable laws and regulations. If an EGM with the

Software or any Updates to the Software is destroyed or otherwise permanently taken out of operation, this License shall terminate.

4) Legal Operation

The Software and any Updates may include various features that may not be lawful to operate in any given jurisdiction at the time of delivery or due to later legislation, regulatory ruling, or court decision. No provision of any feature or its licensure to Licensee under the terms of this License may be deemed as advice that operation of that feature is lawful or not lawful in any given jurisdiction. Licensee shall make reasonable efforts to disable any user-adjustable feature that it knows or should have known was not lawful to operate in the location where the Software or any Update thereto was being operated.

The prior paragraph notwithstanding, if IT advises Licensee that the Software has been approved by a regulatory body for use in a given jurisdiction, Licensee shall be entitled to rely upon such advice at the time it is given, unless it knows or has reason to know of any law or regulation to the contrary.

5) Termination and Rollback

In the event that this License is terminated for any reason, Licensee shall have absolutely no right to operate any IT-manufactured EGM upon which the Software or any Update thereto has been installed. IT reserves the absolute right, at its sole discretion, to terminate the operation of any IT-manufactured EGM upon which unlicensed Software or an unlicensed Update is installed. If Licensee installs an unlicensed

Update on an IT-manufactured EGM that otherwise would have licensed Software, IT will roll back that EGM to the latest licensed version of the Software at no charge to Licensee upon delivery, at Licensee`s expense, of the EGM to IT`s service center.

6) Enforcement and Notice

Licensee is specifically advised that the EGM and/or the Software may include functionality that disables some or all features of the Software and/or the EGM if the terms of this License or any other relevant contract are violated or terminated, or if the License expires (collectively, "Disabling Event.") Such feature disablement shall not restrict the ability of Licensee to access operator information and data stored on the EGM prior to the Disabling Event. Except for expirations of temporary licenses in the ordinary course of the transaction, IT will provide reasonable notice of any violation or breach which might lead to a Disabling Event and give Licensee a reasonable opportunity to correct the violation or breach. If Licensee notifies IT in advance that it disputes that a Disabling Event is about to occur, IT shall provide an Override in advance under the terms of the following paragraph to avoid interruption of service of the EGM.

If, after any feature disablement, there is a dispute as to whether a Disabling Event has occurred, IT will provide a temporary override license file ("Override") within five (5) business days of any actual feature disablement. Such Override, renewed if necessary, shall be effective until the conclusion of whatever dispute resolution procedure is entered into by the parties regarding the dispute, at which time either the appropriate License under the terms of the dispute resolution shall be issued, or the Override shall be terminated. If the dispute resolution process establishes

that a Disabling Event occurred and the functionality was or would have been appropriately disabled, Licensee shall pay a reasonable Override Licensing Fee to IT for the operation of the EGM using the Override. Such Override Licensing Fee shall be One Hundred United States Dollars (US\$100.00) per day or fraction thereof of operation subject to Override.

If IT knows or reasonably believes that for whatever reason a Disabling Event is imminent, it will use reasonable efforts to contact Licensee and advise them of the imminent Disabling Event and what steps, if any, Licensee can take to avoid feature disablement. If the term of this license ends upon a date or event certain, IT will make reasonable efforts to transmit renewal information to Licensee not less than Ninety (90) days before such date or event, although failure

to transmit such information, or failure of receipt by Licensee, shall not affect the termination date.

If the Term of this License as set forth in the section entitled "Term" is "Perpetual," or through operation of this License, relevant contemporaneous contract between the parties, or later agreement it becomes Perpetual, then the Software shall not contain functionality to disable features absent unauthorized modification of the Software by Licensee.

7) Governing Law and Jurisdiction

The validity and construction of this License and of the rights and obligations set forth in this Agreement shall be determined and governed by the laws of the United States and/or the State of Illinois, and, absent other Agreement to the contrary, shall be heard in the courts of the State of Illinois, or, for matters of Federal jurisdiction, in the Federal Court of the Northern District of Illinois. Absent other written Agreement to the contrary, the parties agree to the jurisdiction of those Courts with regard to disputes involving this License. Disputes regarding this License are subject to the dispute-resolution provisions, if any, in any Agreement to which this License is an Exhibit, and the dispute-resolution provisions of such Agreement shall be controlling.

8) Warranty

If the Licensee discovers any physical defect in the media (disk, EPROM, flash media, etc.) on which the Update is distributed or in the documentation, which in the opinion of IT prevents the product from being used as reasonably intended, IT will replace the media or documentation at no charge. The purchaser must return the item to be replaced, with proof of purchase, to IT within 90 days after taking delivery of the Update. This Warranty is in addition, but not in exclusion, to any Warranty services provided with the physical EGM.

9) Disclaimer and Waiver of Remedies

Acceptance of this License and installation or use of the Software or any Updates includes disclaimer and waiver of any and all implied, statutory, or common-law warranties, including warranties of merchantability and fitness for a particular purpose, and limits the purchaser's remedy to returning the media containing the Software or

Updates to IT for replacement or to the Warranty provided with the corresponding physical EGM.

IT makes no warranty or representation, either express or implied, with respect to the Software and or any Updates, their quality, performance, merchantability, or fitness for a particular purpose. The Software and any Updates are licensed "as is," and the Licensee, by installing the Software or the Updates, agrees to assume the entire risk as to their quality and performance other than as explicitly set forth in this License.

Acceptance of this License and use or installation of the Software or any Updates includes disclaimer and waiver of any and all direct, indirect, special, incidental, or consequential damages arising out of the use or inability to use the Software or the Updates, even if advised of the possibility of such damages. The warranty and remedies set forth above are exclusive and in lieu of all others, oral or written, express or implied. No person, seller, dealer, agent, or employee is authorized to make any modification or addition to this limited warranty.

In jurisdictions that do not allow the exclusion of implied warranties or liability for incidental or consequential damages, acceptance of this License and installation of the Update includes stipulation that the most minimal requirements of the law of those jurisdictions will govern any additional required additional rights of Licensee.

10) Severability

If any provision of this License is held by an arbitrator or a court of competent jurisdiction to be illegal, invalid or unenforceable, the parties nevertheless agree that the arbitrator or court should endeavor to give effect to the parties' intentions as reflected in the provision, and the remaining provisions shall remain in full force and effect.

11) Transferability

The rights granted in this License are not transferrable without the prior written consent of IT, save that if Licensee undergoes a sale or analogous transfer of control and assets duly approved by all relevant regulatory agencies, this License may be transferred along with the physical ownership or possession of the EGM containing the Software and any Updates. Any such transfer must be communicated in writing to IT within 90 days of the transfer.