**Aloha System Agreement**

This Aloha System Agreement (the “Agreement”) entered into this 27th day of September, 2002 (“Execution Date”), by and between Aloha Technologies, LTD. (the “Company”) and CEC Entertainment, Inc., its subsidiaries, franchisees, and affiliates (the “Client”) constitutes a contract between the Company and the Client for the license of computer software and the provision of software maintenance, and sets forth the terms and conditions, including, but not limited to, the schedule of events, inventory of computer hardware and software to be installed under this Agreement, financial requirements, limitations of liability, and protection of intellectual property required to protect the interests of the Company and the Client during the term of this Agreement. This Aloha System Agreement expires December 31, 2008, unless otherwise modified or renewed in accordance with the terms and conditions of this Agreement.

**1. DEFINITIONS**

“Additional Development Services” shall mean the Support Services which exceed a two (2) hour period of time for any one incident.

“Aloha AC Power and Communications Cabling Specifications” shall mean the operating environment required by Company to operate the Software set forth in Schedule I, attached hereto and incorporated herein by reference.

“aloha enterprise.com Product Content” shall mean those modules and/or applications set forth in Schedule G, attached hereto and incorporated herein by reference.

“Aloha System” shall mean the combination of Software, Operating Software, and computer hardware that together constitute an operating restaurant point of sale system.

“Annual Maintenance Fee” shall mean the fees set forth in Schedule A, attached hereto and incorporated herein by reference.

“Annual Support Fee” shall mean the fees set forth in Schedule A, attached hereto and incorporated herein by reference.

“Business Day” shall mean any day between Monday and Friday, inclusive, which is not a federal, Texas state, or banking holiday.

“Client’s Marks” shall mean the Client’s trade name, trademarks, service marks, marks, logos, insignias, seals, designs or other symbols/devices used by Client and associated with or referring to Client or any of its facilities.

“Computer Hardware Certification Standards” shall mean the computer hardware required by Company to operate the Software set forth in Schedule H, attached hereto and incorporated herein by reference.

“Computer Hardware Platform” shall mean the computer hardware conforming to Company’s Computer Hardware Certification Standards set forth in Schedule H, attached hereto and incorporated herein by reference.

“Confidential” and/or “Proprietary” information shall mean any and all technical information, methods, processes, formulae, compositions, systems, techniques, inventions, machines, computer programs, research projects, business information, customer lists, pricing data, sources of supply, financial data and marketing, production, or merchandising systems and plans, and other information designated as confidential or proprietary by a party to this Agreement.

“Corporate Personnel Training” shall mean training on courses at Aloha Headquarters in Bedford, Texas, set forth in Schedule E, attached hereto and incorporated herein by reference.

“CPI” shall mean the Consumer Price Index.

“Development Services” shall mean the additional installation, configuration, modification, or custom programming relative to the Aloha System or the Software set forth in Schedule D, attached hereto and incorporated herein by reference.

“Escrow Agreement” shall mean the Preferred Escrow Agreement set forth in Exhibit 1, attached hereto and incorporated herein by reference.

“Fee Schedule” shall mean the Software, Sites, services and fees set forth in Schedule A, attached hereto and incorporated herein by reference.

“Force Majeure” shall mean an event which is beyond the reasonable control of a party, and which makes a party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial actions are within the power of the party invoking Force Majeure to prevent), confiscation or any other action by government agencies. Force Majeure will not include (i) any event which is caused by negligence or intentional action of a party or such party’s agents or employees, (ii) any event which a party acting in good faith could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement and (B) avoid or overcome in the carrying out of its obligations hereunder, or (iii) insufficiency of funds or failure to make any payment required hereunder.

“Initial Maintenance Term” shall mean a period beginning on the Execution Date and ending on December 31, 2003.

“Installation Schedule” shall mean the approximate date for the installation, and respective responsibilities of Company and Client, in effecting an installation of an operational Aloha System at the Site set forth in Schedule B, attached hereto and incorporated herein by reference.

“Maintenance Services” shall mean all new releases and updates of the Aloha Software provided by Company.

“Operating Software” shall mean software used to define any Microsoft operating environments, including Microsoft Windows NT, Microsoft Windows 95, 98, or Microsoft Windows For Workgroups, or any other third-party software products licensed by Company and provided to Client hereunder, required for the operation of Aloha restaurant automation products set forth in Schedule F, attached hereto and incorporated herein by reference.

“Reasonable” or “Reasonably” shall mean fair, proper, or moderate under the circumstances.

“Relationship Manager” shall mean a person who has been appointed to act as a liaison between Company and Client and has the authority to act on behalf of each party, respectively.

“Renewal Maintenance Term(s)” shall mean periods of one (1) year beginning after the expiration of the immediately preceding Initial Maintenance Term or Renewal Maintenance Term, as applicable.

“Restaurant Concept” shall mean type of operation set forth in Schedule A, attached hereto and incorporated herein by reference.

“Site” shall mean a single Restaurant Concept location at which Client shall have the right to operate and use the Software.

“Software” shall mean those Aloha restaurant automation products, including Aloha TableService, Aloha QuickService, Aloha Management Extensions, Security Key and the derivatives, modifications, and upgrades of each, which are identified in the Fee Schedule, required for the operation of such products.

“Support Fee” shall mean the amount specified for the Support Services set forth in Schedule A, attached hereto and incorporated herein by reference.

“Support Services” shall mean the help desk and support services set forth in Schedule C, attached hereto and incorporated herein by reference.

“Support Term” shall mean a period of one (1) year beginning after the request for the Support Services by Client set forth in Schedule A, attached hereto and incorporated herein by reference.

**2. SOFTWARE**

1. Subject to the terms and conditions contained herein, Company grants to Client the nonexclusive, nontransferable, perpetual license to use the Software on a Computer Hardware Platform at each Site in the Restaurant Concept set forth in the Fee Schedule, subject to the terms hereof. Client hereby acknowledges that the Software may be used only in connection with the Restaurant Concept. Client may make archival copies of the Software; provided, however, such copies are for the Client’s use in connection with the Restaurant Concept. If the computer hardware on which the Software is installed becomes inoperable, then the Client may transfer the Software to other suitable computer hardware that conforms to the Company’s Computer Hardware Certification Standards.
2. In consideration for the use of the Software to be provided under this Agreement, Client will pay to Company the fees specified in the Fee Schedule. In the event this Agreement permits the fees to be paid in installments, Company will invoice Client in installments rather than for the full amount of such fees. The Customer will pay all invoices submitted by Company according to the terms noted on the Fee Schedule. All sales are on approval except as otherwise provided in this Agreement.
3. Company will provide to Client the following for each Site covered under this Agreement as part of the license granted: (i) One copy of the Software in machine readable form; (ii) One copy of the Software user manual in machine readable form; and (iii) One copy of the Software training files.

**3. OPERATING SOFTWARE**

Client will provide Operating Software necessary to run the Software.

**4. INSTALLATION**

(a) Upon the execution of this Agreement, Company will appoint an individual reasonably acceptable to Client, to act as Relationship Manager. Immediately upon the appointment of Company’s Relationship Manager, he/she will provide to Client an Installation Schedule describing the approximate date for the installation, and respective responsibilities of Company and Client (not inconsistent with the terms and conditions of this Agreement), in effecting an installation of the first operational Aloha System for Client, at the Site designated in the Installation Schedule; provided, however, the parties agree:

(b) The Installation Schedule is an estimation of the date upon which the installation of the Aloha System will be completed.

(c) Failure by Company to complete the installation by the target date will not constitute a breach of this Agreement; provided, however, Company has used its best efforts to achieve such target date.

(d) Any installation by Company other than the first operational Aloha System at the initial Site, to be designated in accordance with the terms and conditions of this Agreement (see Schedule B), shall be completed on terms and conditions mutually agreed upon by the parties.

(e) Client will appoint a representative to serve as Client’s Relationship Manager. Client’s POS manager will be an operational manager of day-to-day activities, however, he/she will not have the authority to act as Client’s Relationship Manager.

(f) The Company’s fee for installing the first operational Aloha System for Client is incorporated into the overall pricing reflected in the Fee Schedule.

(g) The rates for Support Services set forth in the Fee Schedule are subject to annual adjustments equal to the lesser of the CPI or ten percent (10%).

**5. MAINTENANCE**

1. Company will provide, and Client will accept all the Maintenance Services for the Initial Maintenance Term.
2. Client will extend the Initial Maintenance Term for five (5) successive Renewal Maintenance Terms at the rate for the Annual Maintenance Fee set forth in the Fee Schedule, subject to annual adjustments equal to the lesser of the CPI or ten percent (10%). Thereafter, Client may extend the Agreement for additional Renewal Maintenance Terms, upon the written notice to Company of its intent to continue the Maintenance Services, which notice must be received at least thirty (30) days prior to the expiration of the then current term. The rate to be charged to Client during any given Renewal Maintenance Term will be at the rate for the Annual Maintenance Fee set forth in the Fee Schedule, subject to annual adjustments equal to the lesser of the CPI or ten percent (10%).
3. In consideration for the Maintenance Services during the Initial Maintenance Term, and any successive Renewal Maintenance Term, Client will pay to Company the Annual Maintenance Fee no later than seven (7) Business Days prior to the date such Initial Maintenance Term or Renewal Maintenance Term is scheduled to commence.
4. In the event Client fails to pay an Annual Maintenance Fee anticipated by Section 5(c), then:

(1) Company may discontinue its obligation to provide Maintenance Services, beyond the expiration of the Initial Maintenance Term or Renewal Maintenance Term, whichever is applicable, by providing written notice to Client in accordance with the terms and conditions of the Agreement.

(2) If Client continues not to pay such Annual Maintenance Fee within thirty (30) days of such notice, then Company will not provide Maintenance Services, beyond the expiration of the Initial Maintenance Term or Renewal Maintenance Term, whichever is applicable.

**6. SUPPORT SERVICES**

1. Company will provide, and Client will purchase, ten (10) blocks of Support Services, as set forth in Fee Schedule and Support Schedule. Thereafter, Company will provide, and Client will purchase, Support Services during the term of this Agreement at the amount set forth in the Fee Schedule.
2. In consideration for the Support Services during any Support Term, Client will pay to Company the Support Fee no later than thirty (30) days after Client schedules such Support Term to commence.
3. In the event that Client requests an additional block of Support Services and fails to pay the Support Fees therefor, then:

(1) Company may discontinue its obligation to provide Support Services, beyond the expiration of any existing Support Term(s), by providing written notice to Client in accordance with the terms and conditions of the Agreement.

(2) If Client continues not to pay such Support Fee within thirty (30) days of such notice, then Company will not provide the additional block of Support Services requested by Client.

1. In the event Client elects not to secure Support Services, Client will dedicate what it deems to be a sufficient number of its personnel to provide support for the Software to Client’s Sites. Any and all such persons utilized by Client to provide such support will secure, as reasonably possible, and maintain certification as an Aloha Technical Support Specialist at all times relevant to this license. Company will make training services available to Client’s employees desiring to secure such certification at the rates specified in the Fee Schedule.
2. The rates for Support Services set forth in the Fee Schedule are subject to annual adjustments equal to the lesser of the CPI or ten percent (10%).
3. In the event that the Client detects any error, defect or non‑conformity in the Software, the Company will furnish Support Services, within four (4) hours of Client’s request. In the event that such problems in the Software are not corrected within twenty-four (24) hours of the initiation of such Support Services, Client will submit to Company a listing of output and all such other data that Company may reasonably request in order to reproduce operating conditions similar to those present when the error, defect or non‑conformity was discovered. In the event that such problem is not corrected within five (5) Business Days after Company receives from Client a listing of output and other data, Company, will within the next twenty four (24) hours provide on‑site service. Company will implement temporary work‑around procedures and will demonstrate to Client the good faith and diligent initiation and prosecution of corrective measures for all such problems involving Software within seventy-two (72) hours of the commencement of such on‑site services. In the event it is determined that the problem was due to something other than an error, defect, or non‑conformity in the Software itself, Client will pay to Company fees for such services at the rates set forth in the Fee Schedule plus Company’s reasonable travel and per diem expenses.

(g) Company will provide Support Services to Client on a 24 hour per day, 7 day per week basis.

**7. TRAINING**

Company will provide Client the number of days of initial on-site training in the Aloha System designated in the Corporate Personnel Training Schedule. Client will accept such training and pay Company for same at the rates and on the terms set forth in the Fee Schedule. Company will not be obligated to perform any additional Training Services other than those set forth in the Corporate Personnel Training Schedule at the rates reflected in the Fee Schedule unless mutually agreed upon by both parties in writing. Client will pay Company for additional Training Services necessary to meet Client’s requirements relative to the Aloha System or the Software, at the rates and on the terms set forth in the Fee Schedule. The rates for Corporate Personnel Training set forth in the Fee Schedule are subject to annual adjustments equal to the lesser of the CPI or ten percent (10%).

**8. DEVELOPMENT SERVICES**

Company will perform for Client, and Client will accept from Company, the Development Services designated in the Development Schedule. Client will pay Company for such Development Services at the rates and on the terms set forth in the Fee Schedule. Company will not be obligated to perform any additional Development Services other than those set forth in the Development Schedule unless mutually agreed upon by both parties in writing. Client will pay Company for additional Development Services necessary to meet Client’s requirements relative to the Aloha System or the Software, at the rates and on the terms set forth in the Fee Schedule. The rates for Development Services set forth in the Fee Schedule are subject to annual adjustments equal to the lesser of the CPI or ten percent (10%).

**9. TROUBLESHOOTING**

(a) If operational problems or errors are attributable to the malfunction of the computer hardware or software, other than the Software, or alteration, addition or deletion of data from the Software by Client or its agents, then Client will pay Company for Support Services, as set forth in Fee Schedule and Support Schedule. The rates for Support Services set forth in the Fee Schedule are subject to annual adjustments equal to the lesser of the CPI or ten percent (10%).

1. If operational problems or errors are attributable to the malfunction of the Software, then Company will pay for any repairs necessary to rectify the problem(s).
2. If Client or its agents will have altered, added to or deleted data from the Software so as to cause it to vary in content from the standard Software delivered, configured, and/or upgraded by Company, then such operational problems or errors will be presumed to have occurred as a result of such alteration, addition or deletion; provided, however, that such actions were not undertaken pursuant to written or Support Services instructions from Company.

**10. TAXES**

The Client will be solely responsible for and will pay any and all sales, use, or other taxes or similar charges now due, or to become due in the future, relative to the Software, the Operating Software or any services provided to Client by Company hereunder. To the extent required by any local, state or federal law, such taxes and/or charges will be collected from the Client by Company, and remitted to the appropriate authority.

**11. NOTICES**

Any notice, document or request required to be given or served may be given or served by sending it registered mail, certified mail, nationally recognized overnight carrier or, if followed by one of the above, by facsimile or e-mail to the address of Company or Client as set out below. Either party may give written notice to the other of a change of address, and after notice of such change has been served and received, any notice, document or request given or served thereafter will be given to or served upon such party at such changed address.

If to Company: If to Client:

Aloha Technologies, LTD. CEC Entertainment, Inc.

1320 Tennis Drive 4441 West Airport Freeway

Bedford, Texas 76022 Irving, Texas 75062

Attn: Jim Heffel, Chief Financial Officer Attn: Rodney Carter, Chief Financial Officer

with a copy to: with a copy to:

Decker, Jones, McMackin, CEC Entertainment, Inc.

McClane, Hall & Bates 4441 West Airport Freeway

801 Cherry Street, Suite 2000 Irving, Texas 75062

Fort Worth, Texas 76102 Attn: Legal Department

Attn: Jeffrey W. Storie, Esq.

**12. APPLICABLE LAW/ATTORNEY’S FEES**

This Agreement and all the terms, provisions and conditions of this Agreement and all questions of construction, validity and performance under this Agreement, will be governed by and construed under the laws of the State of Texas. If any suit is brought by either party to this Agreement against the other regarding the subject matter hereof, such suit will be brought in Fort Worth, Texas, and the prevailing party will be entitled to recover, in addition to any other relief granted, reasonable attorneys fees and expenses of litigation associated with those issues upon which it is the prevailing party.

**13. WARRANTIES; DISCLAIMER**

1. For a period of ninety (90) days from the date of installation of a fully operational Aloha System at each Site, Company will provide the following support free of charge under warranty: (i) correction of program errors (Company will use its best efforts to start and continue remedial work on errors which affect operation of the Software by the end of the next Business Day following notification); (ii) magnetic media containing program fixes or updates to the Software plus instructions on how to apply the program fixes or updates to the Software; provided, however, custom work performed by Company at the request of Client to apply something other than program fixes or updates to Software is an additional chargeable service; and (iii) upgrades to documentation after installation date that is necessary to maintain continued effective use of the Software by Client.
2. Throughout the Initial Maintenance Term and any successive Renewal Maintenance Term(s), Company will provide the following support of the Security Key at each Site free of charge under warranty: correction of defective, destroyed or damaged Security Key resulting from the actions or inactions of Company (Company will use its best efforts to start and continue remedial work on problems which affect the operation of the Security Key by the end of the next Business Day following notification. Company will replace such Security Key if the problems affecting its operation are not remedied by the end of the third Business Day following notification).
3. Company warrants that the Software complies with Company’s published specifications and manuals.
4. The only warranties provided by Company are those specifically set forth in this Agreement, and SUCH LIMITED WARRANTIES ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Company has authorized no other warranty and the Client has not relied on any other warranty in its decision to execute this Agreement and purchase goods and/or services.
5. Company’s limited warranties will be tolled during the period which the computer hardware on which the Software is installed fails to perform according to its standard performance specifications or the Operating Software or other program products upon which the Software depends for successful operation fail to perform according to manufacturer’s specifications contained in their product documentation. The period of time for which this Agreement may be tolled will not exceed six (6) months after the expiration of the then current Initial Maintenance Term or Renewal Maintenance Term, whichever is applicable. To the extent any defect, error or other problem is caused by any third party or third party products, including without limitation misuses, misapplication or failure to comply strictly with the terms of this Agreement and all related manuals and documentation, Client’s remedies under Company’s limited warranties will not be available.
6. Company represents and warrants that it has the full right to all licenses and rights required herein, that the Software has not been published or, disclosed under circumstances that have caused loss of copyright therein, and that the Software does not infringe any patent, copyright or other proprietary rights (including trade secrets) of any third party. Company further represents and warrants that no claim, regardless of whether embodied in an action past or present, or infringement of any patent, copyright, trademark, or other intellectual property right, has been made or is pending against Company or any entity from which Company has obtained such rights relative to the Software provided to Client hereunder.

**14. LIMITATION OF LIABILITY**

1. UNDER NO CIRCUMSTANCES WILL COMPANY’S LIABILITY TO CLIENT HEREUNDER INCLUDE, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL, INCLUDING WITHOUT LIMITATION, DAMAGES RESULTING FROM DELAY OF DELIVERY OR FROM LOSS OF PROFITS, DATA, BUSINESS, OR GOODWILL, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF OR IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES.
2. Company’s cumulative liability to Client or any other party for any loss or damages resulting from any claims, demands, or actions arising out of or relating to this Agreement will not exceed the license fee paid to Company for the use of the Software at the location where the Aloha System is installed.
3. Notwithstanding anything contained herein to the contrary, the limitation of liability set forth in Section 14(a) or 14(b) will not apply to the bodily injury or death of any person, or the damage to or the destruction of any tangible personal property occurring as a result of the actions of Company, its employees or agents while on any premises of Client, or any breach of the representations and warranties contained in Sections 13(d) and 16(a).

**15. EXCLUSIVE REMEDIES**

THE REMEDIES OF THE CLIENT FOR ANY BREACH OF COMPANY’S LIMITED WARRANTIES ARE LIMITED TO THOSE SPECIFICALLY SET FORTH HEREIN, AND ARE SUBJECT TO THE TIME LIMITATIONS AND NOTICE REQUIREMENTS SET FORTH HEREIN. IN NO CASE WILL COMPANY HAVE LIABILITY FOR ANY DAMAGES OTHER THAN DIRECT DAMAGES CAUSED SOLELY BY COMPANY’S BREACH OF SUCH WARRANTIES, THUS EXCLUDING, AMONG OTHER THINGS INDIRECT, SPECIAL, CONSEQUENTIAL AND PUNITIVE DAMAGES.

**16. INTELLECTUAL PROPERTY DISPUTES**

1. Company will defend at its cost, and reimburse Client for reasonable expenses incurred in connection with any claims brought against Client that the Software provided in this Agreement infringes a patent, trademark, copyright or other intellectual property of third parties, and will pay those costs and damages finally awarded or settled by negotiations against the Client in any action based on any such claim; provided that: (i) The Client promptly notifies Company in writing of any such claim; (ii) Company has sole control of and the Client reasonably cooperates in all respects in the defense of any such claim and all related settlement negotiations, and; (iii) Such claims do not relate to any act of the Client that is not authorized by either this Agreement or Company’s written consent, including without limitation, a change in the Software, use in a manner other than that specified by Company or any other breach of this Agreement by Client.
2. If a judgment against Company for any such claim has occurred, or in Company’s reasonable opinion is likely to occur, the Company, at its option and expense may either: (i) procure for the Client the right to continue using the Software; or (ii) modify or replace the Software with non-infringing material so that the material as modified or replaced performs the same functions as the infringing material; provided, however, the foregoing options do not result in the interruption of Client’s business operations at any of its locations, and Company does not compromise or settle any claim, demand, suit or judgment on terms that would obligate Client to pay any monetary amount or which would have an adverse effect on Client (other than a limitation on the Software that is provided for in this Section), without Client’s prior written consent.

**17. CONFIDENTIALITY AND SOFTWARE SECURITY**

1. Client hereby acknowledges that all right and title to the Software, including but not limited to the worldwide copyright therein, are the sole and exclusive property of Company and nothing herein will be construed to grant to Client any right or title in or to the Software save and except the specific right to use the Software on the Computer Hardware Platform and at the Restaurant Concept and set forth in the Fee Schedule. Client hereby agrees that neither it nor its agents, employees or affiliates will:

(1) make copies of the Software except as is reasonable necessary to carry out the terms of the license granted in this Agreement or the Escrow Agreement;

(2) export or re-export the Software without Company’s consent or without appropriate United States or foreign government licenses;

(3) attempt to reverse compile or disassemble the Software; or

(4) use the Software for the performance of services for others without Company’s prior express written consent.

1. Company and Client will not, either during the term, and any modification or extension thereto, or at any time after the termination and/or expiration of this Agreement, disclose any Confidential or Proprietary information relating to this Agreement or any business, operations or other similar matter without the prior written consent of the parties to this Agreement, or otherwise use same except in the furtherance of this Agreement, unless:

(1) the information sought to be disclosed or used is published or otherwise publicly known, at the time of its disclosure to either party, or becomes publicly known through no fault of the party making such disclosure;

(2) is lawfully received by either party from a third party not bound in a confidential relationship with Company or Client;

(3) was already known by Company or Client at the time of disclosure; or

(4) is required to be disclosed under any law, governmental rule or regulation or court order;

provided, however, that before making any use or disclosure in reliance on one of these exceptions, the party making such disclosure will give the other party at least ten (10) Business Days’ prior written notice specifying the applicable exception and circumstances giving rise thereto.

1. For two (2) years from and after the date of this Agreement, termination, or expiration notwithstanding, and without limiting the scope of the preceding Section, each party further agrees not to disclose to any third party any of the terms or provisions of this Agreement, without first obtaining the advance written approval of the other party, except as may be required by law or government regulation. Each party will take reasonable steps to safeguard the confidentiality of any information so disclosed by such means as appropriate protective orders.
2. Company and Client hereby agree that any breach of Section 17(a) or 17(b) would constitute irreparable harm, and that either party will be entitled to seek specific performance or injunctive relief to enforce Section 17(a) or 17(b) in addition to whatever remedies such party may otherwise be entitled to at law or in equity.

**18. ACKNOWLEDGMENT**

1. The Client grants to Company the right to identify Client as a user of the Software for as long as Client is still using the Software.
2. The Client grants to Company the right to identify Client as a customer and to use the Client’s Marks, for the term of the Agreement, in any advertising, press release and/or other marketing materials promoting Company’s business; provided, however, Company’s use thereof must comply with the following:

(1) Company will use Client’s Marks only in the form and manner and with appropriate legends as prescribed from time to time by Client, and not to use any other trademark in combination with any said Client’s Marks without the prior written approval of Client. Company agrees it will not alter, modify, dilute or otherwise misuse Client’s Marks.

(2) Company agrees that upon request it will cause to appear on or within each material described in this Section, by means of a tag, label, imprint, or other appropriate device, a notice in the following form: “\_\_\_\_\_\_\_\_\_\_ is a registered trademark of ShowBiz Merchandising, Inc.” or other identification on the materials in a form and manner that Client may from time to time, upon reasonable notice, designate.

(3) Company acknowledges the ownership of Client’s Marks in Client, and Company agrees that it will do nothing inconsistent with such ownership, and that use of Client’s Marks by Company will inure to the benefit of Client. Company agrees that it will not apply for registration or seek to obtain ownership of any Client’s Marks in any nation.

(4) Company agrees that it will not state or imply either directly or indirectly that the Company or the Company’s activities, other than those permitted by this Agreement, are supported, endorsed, or sponsored by Client and, upon the direction of Client, will issue express disclaimers to that effect. Company agrees not to use Client’s Marks in business or affairs except for the use as authorized herein or as may be incidental to its financial and internal reports.

(5) Company agrees it will use Client’s Marks only in a fashion authorized by this Agreement and will comply with all appropriate local and national laws in the United States.

(6) Company recognizes the goodwill associated with Client’s Marks and acknowledges that said goodwill belongs to Client.

1. Company will notify Client promptly of any known use of Licensed Marks by others not duly authorized by Client. Notification of such unauthorized use will include all details known by Company that would enable or aid Client to investigate such unauthorized use.
2. Upon learning of any unauthorized use, Client will at its sole discretion take all such action as may be necessary or appropriate to enforce its rights or suppress or eliminate such unauthorized use. Company will fully cooperate with Client in the prosecution of any action against a third party, but Company will not be liable for any legal fees or other expenses unless agreed upon in advance.

**19. ASSIGNMENT**

Neither this Agreement nor any interest herein may be assigned, in whole or in part, by either Company or Client hereto without the prior written consent of the other party, except that without securing such prior written consent, either party may assign this Agreement to a successor to its business who is financially capable and otherwise qualified to perform under the terms and conditions of the Agreement. In no event will any assignment attempted hereunder become effective unless and until the permitted successor or assign has affirmed in writing its assumption of all liabilities and obligations of the assigning party to the non-assigning party.

**20. TERMINATION OF AGREEMENT**

(a) Notwithstanding the terms and conditions of the Agreement concerned with the non-payment of fees, if either party should fail to materially perform any act required by this Agreement, or otherwise breach any covenant or agreement herein, the non-defaulting party will give written notice of default to such party. If the party should fail to repair such default within thirty (30) days, the non-defaulting will have the right to terminate this Agreement by sending to such party a written notice of termination. This Agreement will automatically terminate on the date indicated in the notice. However, such termination will not impair or affect any accrued rights to Company or Client under this Agreement.

1. Either party will have the right to immediately terminate this Agreement by giving written notice to the other party if such party does any of the following:

(1) files a petition of bankruptcy or is adjudicated as bankrupt or insolvent, or makes an assignment for the benefit of creditors, or an arrangement pursuant to any bankruptcy law, or if such party discontinues its business or a receiver is appointed for its business and such receiver is not discharged within sixty (60) days; or

(2) ceases to operate as a business; or

(3) undergoes a change of more than fifty percent (50%) of its ownership or sells or disposes of more than fifty percent (50%) of its stock without the approval of the other party (which approval shall not be unreasonably withheld, conditioned, or delayed).

1. In no event will the termination of this Agreement for any of the reasons recited above relieve Client of its obligations to pay fees that have been earned under the Agreement.
2. The parties acknowledges that money damages alone are inadequate to compensate the non-defaulting party for any breach by Client or Company of any provision of this Agreement. Therefore, in the event of a breach or threatened breach of any provision of this Agreement by either Client or Company, the non-defaulting party may, in addition to all other remedies, immediately obtain and enforce injunctive relief prohibiting the breach or compelling specific performance.

**21. FORCE MAJEURE**

In the event performance by Company or Client of any term, condition or covenant in this Agreement is delayed or prevented by an event of Force Majeure, the period for performance as to such term, condition or covenant will be extended for a period equal to the period such party is so delayed or hindered.

**22. MISCELLANEOUS**

(a) This Aloha System Agreement and all attachments hereto, including, but not limited to, the Fee Schedule, Installation Schedule, Support Schedule, Development Schedule, Corporate Personnel Training Schedule, Operating Software Schedule and aloha enterprise.com Product Content Schedule are made a part of and will constitute the entire Agreement between the parties, this Agreement and all parts thereof will be subject to the same terms, conditions and limitations.

(b) Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors, and permitted assigns.

(c) Nothing contained in this Agreement will be construed as requiring the commission of any act contrary to law. Whenever there is any conflict between any provision of this Agreement and any present or future statute, law, ordinance or regulation contrary to which the parties have no legal right to contract, the latter will prevail, but in such event the provision(s) of this Agreement thus affected will be curtailed and limited only to the extent necessary to bring it within the requirements of the law. In the event that any part, article, Section, sentence or clause of this Agreement will be held to be indefinite, invalid or otherwise unenforceable, the indefinite, invalid or unenforceable provision(s) will be deemed deleted, and the remaining part of the Agreement will continue in full force and effect. If any tribunal or court of competent jurisdiction deems any provision(s) hereof unenforceable, such provision(s) will be modified only to the extent necessary to render it enforceable and this Agreement will be valid and enforceable and the parties hereto agree to be bound by and perform same as thus modified.

(d) Any controversy or difference of opinion related to this Agreement which cannot be mutually resolved by the parties, including, without limitation, any claim that this Agreement, or any part thereof, is invalid, illegal or otherwise voidable or void, will be submitted to arbitration in accordance with the Commercial Rules of the American Arbitration Association; provided, however, this Section will not be construed to limit or to preclude either party from bringing any action in any court of competent jurisdiction for injunctive or other provisional relief as is necessary or appropriate. The arbitration will be conducted in Fort Worth, Tarrant County, Texas, in the United States of America. Any award or determination of the arbitration tribunal will be final, non-appealable, and conclusive upon the parties, and judgment thereon may be entered by any court of competent jurisdiction.

(e) No term or provision hereof will be deemed waived and no breach consented to or excused, unless such waiver, consent, or excuse will be in writing and signed by the party claimed to have waived, consented to, or excused. In the event either party waives, consents to, or excuses a breach by the other party, such will not constitute a waiver of, consent to, or excuse of any other breach.

(f) The parties will not approach or employ each other’s personnel to work for them in any capacity for a period of at least twelve (12) months after such personnel has left the employment of such party, except with the express written consent of such party.

(g) The parties hereto are independent contractors and neither party is an employee, agent, partner, or joint venturer of the other. Neither party will have the right to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party.

(h) Each of the parties hereto represents and warrants to the other that (i) it has full power and authority to enter into this Agreement and perform its obligations hereunder, and (ii) all necessary corporate and/or partnership action has been duly taken to authorize the individual signing below to sign the Agreement.

(i) The Client will be solely responsible for, and hereby releases Company from any and all liability relative to, implementing procedures and checkpoints sufficient to satisfy the Client’s requirements in relation to system security and accuracy of input and output data, including restart and recovery in the event of a malfunction of the computer hardware on which the Software is installed. The Client will implement and execute a daily back-up procedure, and will provide suitably qualified user personnel to operate the Aloha System.

(j) In order for the Aloha Software to operate on Client’s system, Client has purchased Security Keys for each Site. It is Client’s responsibility to insure this asset as it would with any other asset of significant value. The Security Key may be replaced for the amount stated in the Fee Schedule for one Aloha Quick Service if it is lost by Client or stolen by a third party. This Security Key will be replaced free of charge (excluding shipping and handling) to Client if it is defective, destroyed or damaged. Client will use its best efforts to deliver physical evidence of the defective, destroyed or damaged Security Key, or an officer’s certificate attesting to condition thereof. Company shall be entitled to a reasonable audits of Client’s books, records and other pertinent data to determine if Client is properly recording defective, destroyed or damaged Security Keys. The audit shall be conducted during normal business hours at Client’s home office. The costs of the audit shall be paid by Company.

(k) Company and Client will execute an Escrow Agreement in the form attached hereto as Exhibit 1. The Software and the source code thereof will be deposited into the Escrow Account, to be held in accordance with the terms and conditions of the Preferred Escrow Agreement. The failure of Company to execute a Preferred Escrow Agreement, or make such deposit therein, within thirty (30) days of the date of this Agreement will be a default under Section 20(a). All Escrow costs will be paid by Client.

The foregoing notwithstanding, Client acknowledges and agrees that, if, under the terms of the Preferred Escrow Agreement set forth in Exhibit 1, the Software and source code is transferred to Client as set forth therein, then it will receive and hold such Software and source code as a fiduciary for Company, and/or will be held to a standard of care equivalent to that of a fiduciary as to such property. Delivery of the Software and source code to Client under the terms of the Preferred Escrow Agreement shall not grant to Client any ownership in the Software and source code or any rights to use, copy or distribute same that are greater than those granted under the terms of this Agreement. Client agrees and acknowledges that its access to the Software and source code under the Preferred Escrow Agreement shall be for the sole purpose of facilitating its rights to use same under the terms of this Agreement. Any Software and source code so delivered to Client under the Preferred Escrow Agreement shall be held in the strictest confidence by Client and shall not be disclosed to any person unless and until such person has executed a written undertaking in which he/she agrees to be bound by the confidentiality provisions hereof. Any and all conflicts between the terms and/or conditions of such Preferred Escrow Agreement and this Agreement, including, but not limited to, the terms and/or conditions regarding ownership, confidentiality, protection and/or security of the Software and source code, will be resolved in favor of this Agreement. Client agrees that, in the event of the remedy, correction or cure of the condition(s) upon which Client relied in seeking and securing possession of the Software and source code under the terms of the Preferred Escrow Agreement, including, but not, limited to, the dismissal of any bankruptcy proceeding involving Company which may have led to the delivery of the Software and source code to Client, it shall, upon receipt of written notice from Company of such remedy, correction or cure (or in the case of bankruptcy, its dismissal), promptly return to the Escrow Account any and all copies of the Software and source code delivered under the Preferred Escrow Agreement.

(l) The prices stated in this contract are for the United States of America and Canada only.

(m) This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

(n) The date for any act or event scheduled to occur under this Agreement shall be extended to the next succeeding day that is a Business Day if any such date is not a Business Day.

**COMPANY: CLIENT:**

ALOHA TECHNOLOGIES, LTD. CEC Entertainment, Inc.

Ibertech Inc., as General Partner

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: Jim Heffel Name: Rodney Carter

Title: Chief Financial Officer Title: Chief Financial Officer

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SCHEDULE A**

**Fee Schedule**

Pursuant to the terms of the Aloha System Agreement, to which this Schedule is a part, Client will pay to Company the fees for Software and other items set forth below:

**Software License Fees**

Qty Description Unit Price Extended Amount

\_\_\_ Aloha Quick Service per terminal\* \_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_

\_\_\_ Aloha Advanced Labor Scheduler per site\* \_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_

\_\_\_ Aloha Inventory Control\* \_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_

\_\_\_ Aloha Credit Card with EDC per site\* \_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_

\_\_\_ Aloha Enterprise & e card Data Center\*\* \_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_

\*Additional quantities will be charged at the Unit Price indicated.

\*\*See Schedule F and Schedule G for operating requirements and product content.

**Software License Fee Subtotal**

**Other Fees**

Qty Description Unit Price Extended Amount

\_\_\_ Development Fee (see Schedule D) \_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_

\_\_\_ Annual Maintenance Fee on POS Software\* \_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_

\_\_\_ Support Services (one block of 10 incidents) \_\_\_\_\_/incident \_\_\_\_\_/block

Blocks expires at end of Support Term

(additional blocks charged at \_\_\_\_\_/incident)

\_\_\_ Additional Development Services \_\_\_\_\_/hour ----

\_\_\_ Blank Security Key \_\_\_\_\_/key ----

**Fees Subtotal**

**Total Contract Price\*\***

\* Annual Maintenance Fee will be due on January 1, 2004, for the first Renewal Maintenance Term, and on each January 1 thereafter for any subsequent Renewal Maintenance Term.

\*\* All services and Software Licenses exclusive of applicable sales and use taxes and shipping.

**\_Computer Hardware Platform:** Computer hardware conforming to Company’s Computer Hardware Certification Standards Schedule.

**\_Restaurant Concept:** Chuck E. Cheese’s, or any other concept owned by Client, its subsidiaries, franchisees (of Chuck E. Cheese’s), and affiliates.

**\_Delivery:** Client will purchase all Software on or before September 15, 2003.

**PAYMENT TERMS:**

September 27, 2002 \_\_\_\_\_\_\_\_ Development Fee

September 27, 2002 \_\_\_\_\_\_\_\_ Enterprise and e card payment

February 15, 2003 \_\_\_\_\_\_\_\_ 1st payment on POS

May 15, 2003 \_\_\_\_\_\_\_\_ 2nd payment on POS

August 15, 2003 \_\_\_\_\_\_\_\_ 3rd payment on POS

September 15, 2003 \_\_\_\_\_\_\_\_ 4th and final payment on POS

January 1, 2004 \_\_\_\_\_\_\_\_ Annual Maintenance Fee

January 1, 2005 \_\_\_\_\_\_\_\_ Annual Maintenance Fee

January 1, 2006 \_\_\_\_\_\_\_\_ Annual Maintenance Fee

January 1, 2007 \_\_\_\_\_\_\_\_ Annual Maintenance Fee

January 1, 2008 \_\_\_\_\_\_\_\_ Annual Maintenance Fee

**All payments are due and payable at our office in Bedford, Texas. All amounts more than seven (7) Business Days past due will bear interest at a rate of \_\_\_% per annum in excess of the Prime Rate, but in no event in excess of the maximum rate of interest permitted under applicable law. For purposes hereof, “Prime Rate” shall mean the annual rate of interest as shown in the Wall Street Journal from time to time. If collection of past due accounts requires litigation, the undersigned parties agree that the prevailing party will be entitled to recover, in addition to any other relief granted, reasonable attorneys’ fees and expenses of litigation associated with those issues upon which it is the prevailing party.**

**SCHEDULE B**

**Installation Schedule**

Pursuant to the terms of the Aloha System Agreement, to which this Schedule is a part, Company will install the initial Aloha System in accordance with the following terms:

**Date Site**

March 2003 A Site to be designated by Client within the Dallas-Fort Worth area.

\*This date is an approximation of the projected installation for the Aloha System.

**SCHEDULE C**

**Support Schedule**

Pursuant to the terms of the Aloha System Agreement, to which this Schedule is a part, Company will provide Client with the following Support Services in the United States, Canada and Puerto Rico:

Company will provide Client with telephone incident support 24 hours per day 7 days per week. Company will provide Support Services covering all troubleshooting for the Client’s internal POS Support group. This service does not include any on-site support. An incident is any telephone call received by the Company to answer a question or resolve a problem concerning the Software. An incident may involve a number of calls to resolve the specific problem. Only the first call will be charged until the incident is resolved. Also, a call could initiate more than one incident. For example, a customer may make one call to that involves several incidents: a printer is not printing the correct fonts, a report is not showing what the customer thinks should be on it, and the customer may have a question on setting up the system. In this example the phone call represents three separate incidents and, therefore, each will be a billable event.

**SCHEDULE D**

**Development Schedule**

Pursuant to the terms of the Aloha System Agreement, to which this Schedule is a part, Company will provide the following custom programming relative to the Aloha System or the Software before January 15, 2003:

**RFC Title\***

*[Section Deleted.]*

\*Details on the installation, configuration, modification, or custom programming to be provided by Company under each RFC (Request for Change) is attached hereto and incorporated herein by reference.

**SCHEDULE E**

**Corporate Personnel Training Schedule**

Training programs for employees of Client’s will be scheduled on an as requested basis on regularly scheduled training dates at rates listed below. Client will be charged these rates for one year, and thereafter it shall be charged the same rates as those charged to comparable clents of Company. All training programs will be of the same quality as Aloha’s reseller program and be located at Aloha Headquarters in Bedford, Texas. All travel expenses incurred by Client’s corporate personnel to attend a training session will be paid by Client.

**Course Title/ Course Description Cost Per Person**

1. Introduction to QuickService \_\_\_\_\_\_\_\_

2. QuickService Features and Functions \_\_\_\_\_\_\_\_

3. QuickService Installation, \_\_\_\_\_\_\_\_

Setup, and Configuration

4. Support and Troubleshooting \_\_\_\_\_\_\_\_

QuickService

5. Advanced Features and Functions \_\_\_\_\_\_\_\_

of QuickService

6. Database building in Quick Service \_\_\_\_\_\_\_\_

7. Introduction to Inventory Control \_\_\_\_\_\_\_\_

and Management

8. Inventory Control Installation, Cost included with pricing in No. 7

Setup and Database Building

9. Working with Aloha Labor \_\_\_\_\_\_\_\_

Scheduler

10. Advanced Support and \_\_\_\_\_\_\_\_

11. Introduction to Enterprise (with eCards) \_\_\_\_\_\_\_\_

12. Help Desk Training \_\_\_\_\_\_\_\_

**SCHEDULE F**

**Operating Software Schedule**

Pursuant to terms in the Aloha System Agreement, to which this Schedule is a part, Client will provide Operating Software noted below necessary for aloha enterprise.com and aloha e card.

**Operating System Software Description**

*[Section Deleted.]*

Client will provide any other Operating Software composed of Microsoft or compatible products which are reasonably agreed upon by the parties.

**SCHEDULE G**

**aloha enterprise.com Product Content Schedule**

Pursuant to the terms of the Aloha System Agreement, to which this Schedule is a part, Company certifies that the aloha enterprise.com product contains the following core components, functions and features:

**Location Module/Application Description**

*[Section Deleted.]*

**SCHEDULE H**

**Computer Hardware Certification Standards Schedule**

Pursuant to terms in the Aloha System Agreement, to which this Schedule is a part, Client will provide computer hardware conforming to Company’s Computer Hardware Certification Standards noted below.

*[Section Deleted.]*

**SCHEDULE I**

**Aloha AC Power and Communications Cabling Specifications**

Pursuant to terms in the Aloha System Agreement, to which this Schedule is a part, Client will provide the following dedicated electrical circuits with isolated ground for each file server, order entry terminal and peripheral device in the Aloha System conforming to Company’s Aloha AC Power and Communications Cabling Specifications:

*[Section Deleted.]*

In the event that a problem arises because the above referenced electrical circuits do not reasonably conform, then Client will take all reasonable measure to make such circuits conform to Company’s Aloha AC Power and Communications Cabling Specifications.

**EXHIBIT 1**

**PREFERRED ESCROW AGREEMENT**

Account Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

This agreement (“Agreement”) is effective September 27, 2002 among DSI Technology Escrow Services, Inc. (“DSI”), Aloha Technologies, LTD. (“Depositor”), and CEC Entertainment, Inc. (“Preferred Beneficiary”), who collectively may be referred to in this Agreement as the parties (“Parties”).

A. Depositor and Preferred Beneficiary have entered or will enter into a Aloha System Agreement regarding certain proprietary technology of Depositor (referred to in this Agreement as “the License Agreement”).

B. Depositor desires to avoid disclosure of its proprietary technology except under certain limited circumstances.

C. The availability of the proprietary technology of Depositor is critical to Preferred Beneficiary in the conduct of its business and, therefore, Preferred Beneficiary needs access to the proprietary technology under certain limited circumstances.

D. Depositor and Preferred Beneficiary desire to establish an escrow with DSI to provide for the retention, administration and controlled access of the proprietary technology materials of Depositor.

E. The Parties desire this Agreement to be supplementary to the License Agreement pursuant to 11 United States [Bankruptcy] Code, Section 365(n).

**ARTICLE 1 -- DEPOSITS**

1.1 Obligation to Make Deposit. Upon the signing of this Agreement by the Parties, Depositor shall deliver to DSI the proprietary technology and other materials (“Deposit Materials”) required to be deposited by the License Agreement or, if the License Agreement does not identify the materials to be deposited with DSI, then such materials will be identified on Exhibit A. If Exhibit A is applicable, it is to be prepared and signed by Depositor and Preferred Beneficiary. DSI shall have no obligation to either Party with respect to the preparation, accuracy, execution or delivery of Exhibit A.

1.2 Identification of Tangible Media. Prior to the delivery of the Deposit Materials to DSI, Depositor shall conspicuously label for identification each document, magnetic tape, disk, or other tangible media upon which the Deposit Materials are written or stored. Additionally, Depositor shall complete Exhibit B to this Agreement by listing each such tangible media by the item label description, the type of media and the quantity. Exhibit B shall be signed by Depositor and delivered to DSI with the Deposit Materials. Unless and until Depositor makes the initial deposit with DSI, DSI shall have no obligation with respect to this Agreement, except the obligation to notify the Parties regarding the status of the account as required in Section 2.2 below.

1.3 Acceptance of Deposit.

a. When DSI receives the Deposit Materials and Exhibit B, DSI will conduct a deposit inspection by visually matching the labeling of the tangible media containing the Deposit Materials to the item descriptions and quantity listed on Exhibit B. In addition to the deposit inspection, Preferred Beneficiary may elect to cause a verification of the Deposit Materials in accordance with Section 1.5 below.

b. At completion of the deposit inspection, if DSI determines that the labeling of the tangible media matches the item descriptions and quantity on Exhibit B, DSI will date and sign Exhibit B and mail a copy thereof to Depositor and Preferred Beneficiary. If DSI determines that the labeling does not match the item descriptions or quantity on Exhibit B, DSI will (a) note the discrepancies in writing on Exhibit B; (b) date and sign Exhibit B with the exceptions noted; and (c) mail a copy of Exhibit B to Depositor and Preferred Beneficiary. DSI’s acceptance of the deposit occurs upon the signing of Exhibit B by DSI. Delivery of the signed Exhibit B to the Preferred Beneficiary is Preferred Beneficiary’s notice that the Deposit Materials have been received and accepted by DSI.

1.4 Depositor’s Representations. Depositor represents as follows:

a. Depositor lawfully possesses all of the Deposit Materials deposited with DSI;

b. With respect to all of the Deposit Materials, Depositor has the right and authority to grant to DSI and Preferred Beneficiary the rights as provided in this Agreement;

c. As of the effective date of this Agreement, the Deposit Materials are not the subject of a lien or encumbrance; however, any liens or encumbrance made after the execution of this Agreement will not prohibit, limit, or alter the rights and obligations of DSI under this Agreement;

d. The Deposit Materials consist of the proprietary technology and other materials identified either in the License Agreement or Exhibit A, as the case may be; and

e. The Deposit Materials are readable and useable in their current form or, if any portion of the Deposit Materials is encrypted, the decryption tools and decryption keys have also been deposited.

1.5 Verification. A verification determines, in different levels of detail, the accuracy, completeness, sufficiency and quality of the Deposit Materials.

a. DSI shall perform an Initial Verification of the Deposit Materials upon the initial deposit and for each update. An Initial Verification is defined as follows: DSI will cause a technically qualified DSI employee to evaluate the Deposit Materials in order to identify (a) the hardware and software configurations reasonably necessary to maintain the Deposit Materials; (b) the hardware and software configurations reasonably necessary to compile the Deposit Materials; and (c) the compilation instructions. DSI will then prepare and deliver to Depositor and Preferred Beneficiary a report describing the information so identified. It shall be the responsibility of the Depositor, and not DSI, to ensure that the Deposit Materials contain the information so identified in DSI’s report, as well as any other information that may be required in the License Agreement.

b. Preferred Beneficiary shall have the right to cause a verification of any Deposit Materials, at Preferred Beneficiary’s expense. Preferred Beneficiary shall notify Depositor and DSI of Preferred Beneficiary’s request for verification. Depositor shall have the right to be present at the verification. If a verification is elected after the Deposit Materials have been delivered to DSI, then only DSI, or at DSI’s election an independent person or company selected and supervised by DSI, may perform the verification.

1.6 Deposit Updates.

a. Generally. Unless otherwise provided by the License Agreement, Depositor shall update the Deposit Materials within sixty (60) days of each release of a new version of the product which is subject to the License Agreement. Such updates will be added to the existing deposit. All deposit updates shall be listed on a new Exhibit B and Depositor shall sign the new Exhibit B. Each Exhibit B will be held and maintained separately within the escrow account. An independent record will be created which will document the activity for each Exhibit B. The processing of all deposit updates shall be in accordance with Sections 1.2 and 1.3 above. All references in this Agreement to the Deposit Materials shall include the initial Deposit Materials and any updates.

b. DeposiTrack Service. DSI shall notify Depositor in writing semi-annually of Depositor’s obligation to make updated deposits. Within thirty (30) days of receipt of such notice, Depositor shall certify in writing to DSI that (a) it has made the updated deposits as required in the immediately preceding paragraph; or (b) there has not been a release of a new version of the product since the last deposit. After the thirty (30) days, DSI shall notify Preferred Beneficiary that DSI has received (a) an updated deposit from Depositor; (b) a statement from Depositor advising there has not been a release of a new version of the product since the last deposit; or (c) no response from Depositor. Unlimited deposit updates and two (2) storage units are included in the fees for this Agreement.

1.7 Removal of Deposit Materials. The Deposit Materials may be removed and/or exchanged only on written instructions signed by Depositor and Preferred Beneficiary, or as otherwise provided in this Agreement.

**ARTICLE 2 -- CONFIDENTIALITY AND RECORD KEEPING**

2.1 Confidentiality. DSI shall have the obligation to reasonably protect the confidentiality of the Deposit Materials. Except as provided in this Agreement, or any subsequent agreement between the Parties, DSI shall not disclose, transfer, make available, or use the Deposit Materials. DSI shall not disclose the terms of this Agreement to any third party. If DSI receives a subpoena or any other order from a court or other judicial tribunal pertaining to the disclosure or release of the Deposit Materials, DSI will immediately notify the Parties to this Agreement unless prohibited by law. It shall be the responsibility of Depositor and/or Preferred Beneficiary to challenge any such order; provided, however, that DSI does not waive its rights to present its position with respect to any such order. DSI will not be required to disobey any order from a court or other judicial tribunal, including, but not limited to, notices delivered pursuant to Section 7.6 below.

2.2 Status Reports. DSI will issue to Depositor and Preferred Beneficiary a report profiling the account history semi-annually.

**ARTICLE 3 -- RIGHT TO MAKE COPIES**

3.1 Right to Make Copies. DSI shall have the right to make copies of the Deposit Materials as reasonably necessary to perform this Agreement. DSI shall copy all copyright, nondisclosure, and other proprietary notices and titles contained on the Deposit Materials onto any copies made by DSI. With all Deposit Materials submitted to DSI, Depositor shall provide any and all instructions as may be necessary to duplicate the Deposit Materials including but not limited to the hardware and/or software needed. Any copying expenses incurred by DSI as a result of a request to copy will be borne by the Party requesting the copies. Alternatively, DSI may notify Depositor requiring its reasonable cooperation in promptly copying the Deposit Materials in order for DSI to perform this Agreement.

**ARTICLE 4 -- RELEASE OF DEPOSIT**

4.1 Release Conditions. As used in this Agreement, “Release Condition” shall mean the following:

a. Depositor’s default, as defined in Section 20 (a) of the License Agreement, and failure to cure such default within thirty (30) days notice thereof;

b. Entry of an order for relief for Depositor under Title 11 of the United States Code;

c. The making by Depositor of a general assignment for the benefit of creditors;

d. The appointment of a general receiver or trustee in bankruptcy of Depositor’s business or property;

e. Action by Depositor under any state insolvency or similar law for the purpose of its bankruptcy, reorganization or liquidation; or

f. Depositor’s failure to continue to do business in the ordinary course.

4.2 Filing for Release. If Preferred Beneficiary believes in good faith that a Release Condition has occurred, Preferred Beneficiary may provide to DSI written notice of the occurrence of the Release Condition and a request for the release of the Deposit Materials. Within five (5) business days of receipt of a written notice, DSI shall provide a copy of the notice to Depositor. DSI will promptly notify the Parties unless DSI acknowledges or discovers independently, or through the Parties, its need for additional documentation or information in order to comply with this Section. Such need for additional documentation or information may extend the time period for DSI’s performance under this section.

4.3 Contrary Instructions. From the date DSI mails the notice requesting release of the Deposit Materials, Depositor shall have ten (10) business days to deliver to DSI contrary instructions (“Contrary Instructions”). Contrary Instructions shall mean the written representation by Depositor that a Release Condition has not occurred or has been cured. Upon receipt of Contrary Instructions, DSI shall send a copy to Preferred Beneficiary by commercial express mail. Additionally, DSI shall notify both Depositor and Preferred Beneficiary that there is a dispute to be resolved pursuant to Section 7.4 of this Agreement. Subject to Section 5.2 of this Agreement, DSI will continue to store the Deposit Materials without release pending (a) joint instructions from Depositor and Preferred Beneficiary; (b) dispute resolution pursuant to Section 7.4; or (c) an order from a court of competent jurisdiction.

4.4 Release of Deposit. If DSI does not receive Contrary Instructions from the Depositor, DSI is authorized to release the Deposit Materials to the Preferred Beneficiary or, if more than one beneficiary is registered to the deposit, to release a copy of the Deposit Materials to the Preferred Beneficiary. However, DSI is entitled to receive any fees due DSI before making the release. Any copying expense will be chargeable to Preferred Beneficiary. This Agreement will terminate upon the release of the Deposit Materials held by DSI.

4.5 Right to Use Following Release. Unless otherwise provided in the License Agreement, upon release of the Deposit Materials in accordance with this Article 4, Preferred Beneficiary shall have the right to use the Deposit Materials for the sole purpose of continuing the benefits afforded to Preferred Beneficiary by the License Agreement. Preferred Beneficiary shall be obligated to maintain the confidentiality of the released Deposit Materials.

**ARTICLE 5 -- TERM AND TERMINATION**

5.1 Term of Agreement. The initial term of this Agreement is for a period of one (1) year. Thereafter, this Agreement shall automatically renew from year-to-year unless (a) Depositor and Preferred Beneficiary jointly instruct DSI in writing that the Agreement is terminated; (b) DSI instructs Depositor and Preferred Beneficiary in writing ninety (90) days after its renewal date, that the Agreement is terminated for nonpayment in accordance with Section 5.2; or (c) DSI reserves the right to terminate this Agreement, for any reason, other than for nonpayment, by providing Depositor and Preferred Beneficiary sixty (60) days written notice of its intent to terminate this Agreement. If the Deposit Materials are subject to another escrow agreement with DSI, DSI reserves the right, after the initial one year term, to adjust the anniversary date of the Agreement to match the then prevailing anniversary date of such other escrow arrangements.

5.2 Termination for Nonpayment. In the event of the nonpayment of fees owed to DSI, DSI shall provide written notice of delinquency to all Parties to this Agreement. Any Party to this Agreement shall have the right to make the payment to DSI to cure the default. If the past due payment is not received in full by DSI within one (1) month of the date of such notice, then DSI shall have the right to terminate this Agreement at any time thereafter by sending written notice of termination to all Parties. DSI shall have no obligation to take any action under this Agreement so long as any payment due to DSI remains unpaid.

5.3 Disposition of Deposit Materials Upon Termination. Subject to the foregoing termination provisions, and upon termination of this Agreement, DSI shall destroy, return, or otherwise deliver the Deposit Materials in accordance with Depositor’s instructions. If there are no instructions, DSI may, at its sole discretion, destroy the Deposit Materials or return them to Depositor. DSI shall have no obligation to destroy or return the Deposit Materials if the Deposit Materials are subject to another escrow agreement with DSI or have been released to the Preferred Beneficiary in accordance with Section 4.4.

5.4 Survival of Terms Following Termination. Upon termination of this Agreement, the following provisions of this Agreement shall survive:

a. Depositor’s Representations (Section 1.4);

b. The obligations of confidentiality with respect to the Deposit Materials;

c. The obligation to pay DSI any fees and expenses due;

d. The provisions of Article 7; and

e. Any provisions in this Agreement which specifically state they survive the termination of this Agreement.

**ARTICLE 6 -- DSI’S FEES**

6.1 Fee Schedule. DSI is entitled to be paid its standard fees and expenses applicable to the services provided. Preferred Beneficiary will pay DSI’s fees. DSI shall notify the Party responsible for payment of DSI’s fees at least sixty (60) days prior to any increase in fees. For any service not listed on DSI’s standard fee schedule, DSI will provide a quote prior to rendering the service, if requested.

6.2 Payment Terms. DSI shall not be required to perform any service, including release of any Deposit Materials under Article 4, unless the payment for such service and any outstanding balances owed to DSI are paid in full. Fees are due upon receipt of a signed contract or receipt of the Deposit Materials whichever is earliest. If invoiced fees are not paid, DSI may terminate this Agreement in accordance with Section 5.2.

**ARTICLE 7 -- LIABILITY AND DISPUTES**

7.1 Right to Rely on Instructions. DSI may act in reliance upon any instruction, instrument, or signature reasonably believed by DSI to be genuine. DSI may assume that any employee of a Party to this Agreement who gives any written notice, request, or instruction has the authority to do so. DSI will not be required to inquire into the truth or evaluate the merit of any statement or representation contained in any notice or document. DSI shall not be responsible for failure to act as a result of causes beyond the reasonable control of DSI.

7.2 Indemnification. Depositor and Preferred Beneficiary each agree to indemnify, defend and hold harmless DSI from any and all claims, actions, damages, arbitration fees and expenses, costs, attorney’s fees and other liabilities (“Liabilities”) incurred by DSI relating in any way to this escrow arrangement, except where it is adjudged that DSI acted with gross negligence or willful misconduct.

7.3 Limitation of Liability. In no event will DSI be liable for any incidental, indirect, special, exemplary, punitive or consequential damages, including, but not limited to, damages (including loss of data, revenue, and/or profits) costs or expenses (including legal fees and expenses), whether foreseeable or unforeseeable, that may arise out of or in connection with this Agreement; and in no event shall the collective liability of DSI exceed ten times the fees paid under this Agreement. The foregoing limitation of liability does not apply with respect to any acts of gross negligence, personal injury claims, property damage claims (excluding the Deposit), or intellectual property infringement (“Exclusions”). With the exception of the Exclusions, DSI shall in no event be liable for any incidental, punitive, special, indirect or consequential damages.

7.4 Dispute Resolution. Any dispute relating to or arising from this Agreement shall be submitted to and settled by arbitration in accordance with the Commercial Rules of the American Arbitration Association. Three arbitrators shall be selected. The Depositor and/or the Preferred Beneficiary shall each select one arbitrator. The two chosen arbitrators shall select the third arbitrator, or failing agreement on the selection of the third arbitrator, the Dallas, Texas Regional Office of the American Arbitration Association shall select the third arbitrator. However, if DSI is a party to the arbitration, DSI shall select the third arbitrator. The arbitrators shall apply the law specified in Section 7.5. Unless otherwise agreed by Depositor and Preferred Beneficiary, arbitration will take place in Dallas, Texas, U.S.A. Any court having jurisdiction over the matter may enter judgment on the award of the arbitrator. Service of a petition to confirm the arbitration award may be made by First Class mail or by commercial express mail, to the attorney for the Party or, if unrepresented, to the Party at the last known business address. If, however, Depositor and/or Preferred Beneficiary refuses to submit to arbitration, the matter shall not be submitted to arbitration and DSI may submit the matter to any court of competent jurisdiction for an interpleader or similar action. Any costs incurred by DSI, including reasonable attorney’s fees and costs, shall be divided equally and paid by Depositor and Preferred Beneficiary.

7.5 Controlling Law. This Agreement is to be governed and construed in accordance with the laws of Texas, without regard to its conflict of law provisions.

7.6 Notice of Requested Order. If any Party intends to obtain an order from the arbitrator or any court of competent jurisdiction which may direct DSI to take, or refrain from taking any action, that Party shall:

a. Give DSI at least five (5) business days’ prior notice of the hearing;

b. Include in any such order that, as a precondition to DSI’s obligation, DSI be paid in full for any past due fees and be paid for the reasonable value of the services to be rendered pursuant to such order; and

c. Ensure that DSI not be required to deliver the original (as opposed to a copy) of the Deposit Materials if DSI may need to retain the original in its possession to fulfill any of its other duties.

**ARTICLE 8 -- GENERAL PROVISIONS**

8.1 Entire Agreement. This Agreement, which includes Exhibits described herein, embodies the entire understanding among the Parties with respect to its subject matter and supersedes all previous communications, representations or understandings, either oral or written. DSI is not a party to the License Agreement between Depositor and Preferred Beneficiary and has no knowledge of any of the terms or provisions of any such License Agreement. DSI’s only obligations to Depositor or Preferred Beneficiary are as set forth in this Agreement. No amendment or modification of this Agreement shall be valid or binding unless signed by all the Parties hereto, except that Exhibit A need not be signed by DSI, Exhibit B need not be signed by Preferred Beneficiary and Exhibit C need not be signed.

8.2 Notices. All notices, invoices, payments, deposits and other documents and communications shall be given to the Parties at the addresses specified in the attached Exhibit C. It shall be the responsibility of the Parties to notify each other as provided in this Section in the event of a change of address. The Parties shall have the right to rely on the last known address of the other Parties. Any correctly addressed notice or last known address of the other Parties that is relied on herein that is refused, unclaimed, or undeliverable because of an act or omission of the Party to be notified as provided herein shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities by mail, through messenger or commercial express delivery services. Unless otherwise provided in this Agreement, all documents and communications may be delivered by First Class mail.

8.3 Severability. In the event any provision of this Agreement is found to be invalid, voidable or unenforceable, the Parties agree that unless it materially affects the entire intent and purpose of this Agreement, such invalidity, voidability or unenforceability shall affect neither the validity of this Agreement nor the remaining provisions herein, and the provision in question shall be deemed to be replaced with a valid and enforceable provision most closely reflecting the intent and purpose of the original provision.

8.4 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties. However, DSI shall have no obligation in performing this Agreement to recognize any successor or assign of Depositor or Preferred Beneficiary unless DSI receives clear, authoritative and conclusive written evidence of the change of Parties.

8.5 Waiver. Any term of this Agreement may be waived by the Party entitled to the benefits thereof, provided that any such waiver must be in writing and signed by the Party against whom the enforcement of the waiver is sought. No waiver of any condition, or breach of any provision of this Agreement, in any one or more instances, shall be deemed to be a further or continuing waiver of such condition or breach. Delay or failure to exercise any right or remedy shall not be deemed the waiver of that right or remedy.

8.6 Regulations. Depositor and Preferred Beneficiary are responsible for and warrant compliance with all applicable laws, rules and regulations, including but not limited to customs laws, import, export, and re-export laws and government regulations of any country from or to which the Deposit Materials may be delivered in accordance with the provisions of this Agreement.

8.7 Attorney’s Fees. In any litigation or other proceeding by which one Party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks declaration of any rights or obligations under this Agreement, the prevailing Party who has proven in court by court decree, judgment or an arbitrator’s decision that the other Party has materially breached its representation and/or warranty under this Agreement, shall be awarded reasonable attorney’s fees, together with any costs and expenses, to resolve the dispute and to enforce final judgment.

8.8 No Third Party Rights. This Agreement is made solely for the benefit of the Parties to this Agreement and their respective permitted successors and assigns, and no other person or entity shall have or acquire any right by virtue of this Agreement unless otherwise agreed to by all the Parties hereto.

8.9 Authority to Sign. Each of the Parties hereto represents and warrants that the execution, delivery, and performance of this Agreement has been duly authorized and signed by a person who meets statutory or other binding approval to sign on behalf of its business organization as named in this Agreement.

8.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

Aloha Technologies, LTD. DSI Technology Escrow Services, Inc.

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CEC Entertainment, Inc.

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**EXHIBIT A**

**MATERIALS TO BE DEPOSITED**

Account Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Depositor represents to Preferred Beneficiary that Deposit Materials delivered to DSI shall consist of the following:

The source code for the following products:

*[Section Deleted.]*

Aloha Technologies, LTD. CEC Entertainment, Inc.

Depositor Preferred Beneficiary

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**EXHIBIT B**

**DESCRIPTION OF DEPOSIT MATERIALS**

Depositor Company Name: Aloha Technologies, LTD.

Account Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Product Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Version: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Product Name will appear as Exhibit B Name on Account History report)

**DEPOSIT MATERIAL DESCRIPTION:**

**Quantity Media Type & Size Label Description of Each Separate Item**

\_\_\_\_ Disk 3.5" or \_\_\_\_

\_\_\_\_ DAT tape \_\_\_\_mm

\_\_\_\_ CD-ROM

\_\_\_\_ Data cartridge tape \_\_\_\_

\_\_\_\_ TK 70 or \_\_\_\_ tape

\_\_\_\_ Magnetic tape \_\_\_\_

\_\_\_\_ Documentation

\_\_\_\_ Other \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**PRODUCT DESCRIPTION:**

Environment: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**DEPOSIT MATERIAL INFORMATION:**

Is the media or are any of the files encrypted? Yes / No If yes, please include any passwords and the decryption tools.

Encryption tool name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Version \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Hardware required \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Software required \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Other required information \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

I certify for **Depositor** that the above described Deposit Materials have been transmitted to DSI:

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**DSI** has inspected and accepted the above materials (any exceptions are noted above):

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date Accepted \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Exhibit B# \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**EXHIBIT C**

**DESIGNATED CONTACT**

Account Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notices and communications to Invoices to Depositor should be

Depositor should be addressed to: addressed to:

Company Name: Aloha Technologies, LTD.

Address: 1320 Tennis Drive Address: 1320 Tennis Drive

Bedford, Texas 76022 Bedford, Texas 76022

Designated Contact: Jim Heffel Contact: Jim Heffel

Telephone: 817-252-9499 (x3930) Telephone: 817-252-9499 (x3930)

Facsimile: 817-252-9490 P.O.# if required: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-Mail: jim.heffel@ibertech.com

Notices and communications to Invoices to Preferred Beneficiary

Preferred Beneficiary should should be addressed to:

be addressed to:

Company Name: CEC Entertainment, Inc.

Address: 4441 West Airport Freeway Address: 4441 West Airport Freeway

Irving, Texas 75062 Irving, Texas 75062

Designated Contact: Ahmet Oner Contact: Ahmet Oner

Telephone: 972-258-5513 Telephone: 972-258-5513

Facsimile: 972-258-5555 P.O.# if required: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-Mail: aoner@cecentertainment.com

Requests from Depositor or Preferred Beneficiary to change the designated contact should be given in writing by the designated contact or an authorized employee.

DSI has two Operations

Centers to serve you:

**Agreements, Deposit Materials and All invoice fee remittances to**

**notices to DSI should be addressed: DSI should be addressed to:**

(select location)

DSI Technology Escrow Services

(X) Attn: Client Services P.O. Box 45156

Suite 202 San Francisco, CA 94145-0156

9265 Sky Park Court

San Diego, CA 92123

Tel: (858)499-1600

Fax: (858)694-1919

E-Mail: clientservices@dsiescrow.com

**or**

(\_) Attn: Client Services

2100 Norcross Parkway, Ste 150

Norcross, GA 30071

Tel: (770) 239-9200

Fax: (770) 239-9201

E-Mail: clientservices@dsiescrow.com Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_