

Incredible Technologies, Inc. Operator Agreement

THIS DOCUMENT MUST BE SIGNED AND ON FILE WITH INCREDIBLE TECHNOLOGIES, INC. FOR YOUR GOLDEN TEE PGA TOUR EDITION, GOLDEN TEE LIVE, SILVER STRIKE LIVE AND/OR POWERPUTT LIVE

This INCREDIBLE TECHNOLOGIES OPERATOR AGREEMENT (the “**Operator Agreement**”) dated as of _____ <date> is entered into by Incredible Technologies, Inc., an Illinois corporation, (hereinafter, “**IT**”), whose address is 200 Corporate Woods Parkway, Vernon Hills IL 60061, and _____ <company name>., (hereinafter, “**Operator**”) whose address is _____ <address>.

WHEREAS, IT is the manufacturer of coin, bill and/or card-operated video games, including, but not limited to, Golden Tee®, Silver Strike™ and PowerPutt® cabinet games (the “**Games**”) which are marketed and sold as a packaged hardware and software unit.

WHEREAS, Operator is skilled in the operation and management of coin, bill and/or card-operated video games and represents that it is in the business of operating and managing the same.

IT and Operator, in consideration of the promises and covenants set forth herein and such other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, hereby **AGREE** as follows:

1. Games. The parties wish to enter into this Operator Agreement to set forth the terms under which Operator shall operate all games purchased by Operator that are capable of connecting to IT’s Incredible Technologies Network (“**ITNET**”), whether or not Operator elects to connect Games to ITNET for the purpose of obtaining additional services, including enabling additional game play features.

2. Term; Termination. This Operator Agreement shall commence on the Effective Date and continue for one year. Thereafter, this Operator Agreement shall automatically renew for successive one-year terms. Notwithstanding the foregoing, this Operator Agreement may be terminated by IT for any reason immediately upon notice to Operator, however, this Agreement may be terminated by Operator only upon no less than 30 days’ written notice to IT.

3. Territory. Operator shall not install any Games at or in any business, facility, building, property or other commercial location or venue (“**Location**”) located outside of the United States of America and its territories.

4. Intellectual Property.

a. As between IT and Operator, IT and its licensors own, control or exclusively maintain all right, title and interest in and to all software, inventions whether patentable or not, trademarks,

service marks, trade names or trade dress, logos and other identifiers of source, works of authorship, copyrightable material and any other intellectual property (whether registered or unregistered) that is recorded or installed on, embedded in, embodied or practiced by, or otherwise used or associated with each Game (collectively, the “**Intellectual Property**”). Operator shall use the Intellectual Property solely for purposes of operating each Game under this Agreement and for no other purpose. Operator shall not infringe or take any other action that could adversely affect in any respect IT’s or its licensors’ right, title, or interest in, to, or under any Intellectual Property. Without limiting the generality of the foregoing, Operator shall not, and shall not permit any other person to: (i) copy or otherwise transfer any Intellectual Property (including any title or software) from any Game to any other device of any kind or to any other person; or (ii) copy or otherwise reproduce any printed material relating to any Game provided to Operator by IT or copyrighted by IT except as permitted by IT.

b. The use of intellectual property copyrighted by third parties in connection with the Games (“**Third-Party Works**”) is subject to the terms of IT’s license agreements with the copyright owners of such works. Operator shall comply with all applicable laws and protect the copyright owners’ rights in such Third-Party Works. Except as provided hereunder, Operator is not granted any rights for any Third-Party Works including any right to sell, resell, reproduce, distribute, promote or prepare derivative works based upon such Third-Party Works.

c. Operator agrees that IT has the right, at its sole discretion, to include any images and text (the “**Content**”) with Games, or to push Content to Games through ITNET or other suitable transmission or transfer means, which display in the Games. Ownership of all copyright, patents, trademarks and other intellectual property rights associated with any Content shall at all times remain with IT.

d. Operator shall not alter, remove, or replace any trademark or notice thereof or notice of patent, copyright, or other such proprietary marking or insignia displayed or otherwise appearing on any Game.

5. IT Obligations.

a. Where permitted by laws or regulation, IT shall administer ITNET and use reasonable efforts to offer skill-based contests on a regular and periodic basis throughout the year; and allow Games to be included in such contests, provided that Operator complies with this Operator Agreement and all ITNET rules and regulations, attached as **Exhibit B** (“**ITNET Operating Rules**”), which are subject to change at IT’s sole discretion without notice. ITNet Operating Rules are also available online at <https://amusement.itsgames.com/operators>. All terms, conditions and other information set forth in the ITNET Operating Rules are hereby expressly incorporated by reference as if set forth herein.

b. IT shall pay and distribute all IT-sponsored contest prizes.

c. IT shall provide reasonable technical support to technical representatives of Operator in the installation and maintenance of Games, and, if applicable, in the connection of Games to ITNET, as set forth in sales agreements and accompanying manuals and warranties.

d. IT shall provide usual and customary accounting and related services for ITNET. This includes fees, prizes, IRS 1099 reporting, etc.

e. IT shall use its best reasonable efforts to positively promote the ITNET program.

6. Operator Obligations.

a. Operator shall install and operate the Games in compliance with all applicable laws, rules, regulations, ordinances, and governmental orders (including those regulating tournaments). Operator shall not install or operate any Games in any Location that is not in compliance in all material respects with all applicable laws, rules, regulations, ordinances, and governmental orders. Without limiting the generality of the foregoing, Operator shall not install or operate any Games unless and until it has obtained all applicable permits and licenses.

b. Operator shall operate all Games and ITNET according to the terms of this Operator Agreement, including adherence to ITNET Operating Rules and any terms and conditions of ITNET set by IT.

c. In no event shall anyone other than the Operator or its agents operate the Games unless approved in writing by IT.

d. In Within five (5) business days after installing or relocating any Game (or, in the case of initial acquisition of any Games, within five (5) days of the execution of this Agreement) Operator shall notify IT of the date such installation was completed and provide the business name, address, city, state, zip code, telephone number, facsimile number, and manager name (or name of another appropriate contact person) of each Location where Operator installed such Game (and the same information for the principal owner(s) of such Location), and a reasonably detailed description of the type of business conducted by and the clientele of such Location, using the **Game Registration Form**,

attached as **Exhibit A** for each Location. All terms, conditions and other information set forth in the Game Registration Form are hereby expressly incorporated by reference as if set forth herein.

e. Promptly after the date hereof, and in any event before Operator installs any Game at any Location, Operator shall execute and endorse all documents/forms required by IT for the purposes contemplated in this Operator Agreement including, but not limited to, any form authorizing the debit or charge of electronic funds such as an ACH or credit card payment authorization form (“**ETF Authorization**”).

f. Operator shall report any non-compliance or irregularities immediately upon Operator’s knowledge or belief of same.

g. Operator shall provide prompt and courteous technical support and service to locations where Games have been placed in service.

h. Operator shall pay all money owed to IT, including, but not limited to, any and all ITNET fees and subscription fees incurred on Games registered to Operator’s account, by depositing such amounts in the account that Operator has established under the ETF Authorization between IT and Operator, prior to the date that such amount will be automatically debited.

i. Operator shall only operate Games at locations where Operator has independently verified that the operation of Games and related game play features are in compliance with all local, state, and any other applicable laws and regulations.

j. Operator shall use its best reasonable efforts to positively promote the ITNET program.

k. Operator shall re-register Games when any relevant information changes, including, but not limited to, moving Games to a new location or selling Games to a new Operator. Operator shall pay all ITNET fees and subscription fees incurred by Games, unless and until Games are either registered to a new Operator or unregistered to Operator.

7. Non-compliance with any Operator obligations, at IT’s sole discretion, may result in a warning, suspension or termination.

8. Promotion and Advertising Revenues. Operator agrees that IT has the right, at its sole discretion, to include images and/or text with Games, or to push such images or text to Games through ITNet or other suitable transmission or transfer means, which display during the play of Games and/or when Games are not in use. These images or text may include, but are not limited to, advertisements for IT’s products and services, advertisements for the products and services of third parties, or images and/or text of an entertaining, educational, or whimsical nature.

9. Invoices.

a. IT shall send Operator monthly invoices specifying all amounts due and payable by Operator under this Operator Agreement; provided, however, that IT’s failure to specify on any

invoice any amounts then due and payable from Operator to IT shall not relieve Operator of its obligation to pay such amount once stated on any subsequent invoice.

b. IT shall not execute any electronic fund transfer for any amounts due and payable IT unless it has sent Operator an invoice for the amounts subject to such transfer at least four (4) business days before such electronic fund transfer is executed. Operator shall have all rights and remedies available under the governing law applicable to such electronic fund transfer such as the United States Electronic Fund Transfer Act (15 U.S.C. § 1693) where applicable.

10. Independent Contractors. Nothing in this Operator Agreement shall be deemed to place the parties in the relationship of employer-employee, principal-agent, partners or joint venture partners. IT shall not be liable to Operator for any action or lack of action except as herein set forth.

11. Indemnification, Representations.

a. The parties represent and warrant each to the other that they are duly incorporated or otherwise formed in their jurisdictions, that they are and will be duly licensed to perform those functions required under the terms of this Operator Agreement, and that they will use reasonable efforts not to negatively affect, either through act or omission, the ability of the other to conduct business within highly regulated industries. The obligations of this paragraph shall last so long as Operator has possession or control of Games.

b. Operator agrees to indemnify and hold harmless IT for any action or lack of action by Operator which results in actual liability on the part of IT.

c. Operator represents and warrants that it will not disturb any IT-placed labeling on Games without the express written consent of IT.

d. Operator represents and warrants that the address, city, state, zip code of each Location where Operator installed each Game provided on Game Registration Form is accurate.

e. Operator agrees to indemnify and hold harmless IT for any losses due to theft or tampering with Games settings.

f. Each party represents and warrants to the other that this Operator Agreement constitutes a valid, legal and binding obligation, enforceable against it, in accordance with its terms and that the execution, delivery and performance of this Operator Agreement will not constitute a violation of any law, rule, regulation or court order applicable to it.

g. The Party requesting indemnification (the "Indemnified Party") shall promptly notify the other Party (the "Indemnifying Party") in writing of any suits, claims or demands for which the Indemnifying Party is responsible under this Operator Agreement and shall give the Indemnifying Party full opportunity and authority to assume the defense of such suits. The Indemnified Party shall furnish to the Indemnifying Party upon request

reasonable information and assistance for defense against any such claim, suit or demand.

12. Equipment and Performance Warranties.

a. Equipment Warranty. Equipment warranties shall be as provided in Games manuals and accompanying documentation.

b. **OPERATOR'S EXCLUSIVE REMEDY FOR BREACH OF WARRANTY WILL BE LIMITED TO REPAIR OR REPLACEMENT BY IT, AT IT'S OPTION.**

13. **DISCLAIMER OF ALL WARRANTIES AND REPRESENTATIONS. THE EXPRESS WARRANTIES AND EXPRESS REPRESENTATIONS SET FORTH IN THIS OPERATOR AGREEMENT ARE IN LIEU OF, AND IT DISCLAIMS, ANY AND ALL OTHER WARRANTIES, CONDITIONS, OR REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN), WITH RESPECT TO GAMES OR ANY PART THEREOF, INCLUDING ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS OR SUITABILITY FOR A PARTICULAR OR ANY PURPOSE (WHETHER OR NOT IT KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE), WHETHER ALLEGED TO ARISE BY LAW, BY REASON OF CUSTOM OR USAGE IN THE INDUSTRY, OR BY COURSE OF DEALING. IN ADDITION, IT EXPRESSLY DISCLAIMS ANY WARRANTY OR REPRESENTATION TO ANY PERSON OTHER THAN OPERATOR WITH RESPECT TO THE GAMES OR ANY PART THEREOF. UNDER NO CIRCUMSTANCES SHALL IT BE LIABLE FOR SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES. IT SHALL NOT BE LIABLE IN ANY RESPECT FOR THE ACCEPTANCE OF COUNTERFEITS AND/OR FRAUDULENT MATERIALS. ANY UNAUTHORIZED MODIFICATION, ALTERATION, OR REVISION OF ALL OR ANY PORTION OF THE GAMES, SHALL CAUSE ANY WARRANTY NOT DEEMED TO HAVE BEEN DISCLAIMED ABOVE TO BE NULL AND VOID. IT, ITS AFFILIATES, SUBSIDIARIES, REPRESENTATIVES, AND AGENTS MAKE NO OTHER WARRANTY, EXPRESS OR IMPLIED.**

14. **MAXIMUM AGGREGATE LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS OPERATOR AGREEMENT, IN NO EVENT SHALL IT'S AGGREGATE LIABILITY TO OPERATOR (INCLUDING LIABILITY TO ANY PERSON OR PERSONS WHOSE CLAIM OR CLAIMS ARE BASED ON OR DERIVED FROM A RIGHT OR RIGHTS CLAIMED OR CLAIMABLE BY OPERATOR), WITH RESPECT TO ANY AND ALL CLAIMS AT ANY AND ALL TIMES ARISING FROM OR RELATED TO THE SUBJECT MATTER OF THIS OPERATOR AGREEMENT, IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID UNDER THIS OPERATOR**

AGREEMENT BY OPERATOR TO IT WITHIN THE MOST RECENT 6-MONTH PERIOD.

15. EXCLUSION OF INCIDENTAL AND CONSEQUENTIAL DAMAGES. NOTWITHSTANDING ANYTHING IN THIS OPERATOR AGREEMENT, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY (NOR TO ANY PERSON CLAIMING RIGHTS DERIVED FROM THE OTHER PARTY'S RIGHTS) FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND – INCLUDING LOST PROFITS, LOSS OF BUSINESS, OR OTHER ECONOMIC DAMAGE, AND FURTHER INCLUDING INJURY TO PROPERTY – AS A RESULT OF BREACH OF ANY WARRANTY OR OTHER TERM OF THIS OPERATOR AGREEMENT, REGARDLESS OF WHETHER THE PARTY LIABLE OR ALLEGEDLY LIABLE WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF.

16. Pricing, Payment. Operator agrees to timely pay all monies due IT in the normal course of business. Operator agrees that IT may sweep Operator's bank accounts as set forth in the relevant ETF Authorization between IT and Operator for monies due IT, including monies due for products and services purchased by Operator and not paid for by separate check or wire transfer. Operator further agrees that IT shall have the right to limit the online access of, or disable, any Games owned by Operator for which any payments, including but not limited to ITNet fees, subscription fees or upgrade payments, are not paid timely. IT has the right to re-enable any Game, Content or subscription so disabled upon the payment of all monies owed to IT by Operator. Any amounts not paid in accordance with the terms of this Operator Agreement which remain unpaid, shall, in addition to any other remedies IT may have, bear interest from the date due until the date paid at the rate of 1% per month or the maximum rate permitted by law, whichever is less. Operator shall be responsible to IT for all costs and expenses of collecting overdue accounts, including, if any amount is collected by or through an attorney, reasonable attorney's fees.

17. Taxes. Operator shall pay all sales, use, and other taxes attributable to the purchase and/or use of Games by Operator. Upon request, Operator shall provide IT with evidence satisfactory to IT that Operator has paid such taxes. If IT pays or is required to pay any sales, use, or other taxes attributable to the purchase and/or use of by all Games operated by Operator IT may immediately bill Operator for the full amount of such taxes.

18. Financial Information. Operator shall provide IT such financial statements or other financial information with respect to Operator, and such bank and other financial references, as IT may from time to time reasonably request. Operator hereby authorizes IT to contact any such references and perform any credit verification procedures in respect of Operator as IT may from time to time reasonably deem appropriate. IT shall keep all such information confidential. Operator hereby represents and warrants to IT that Operator is solvent, and that Operator has no

reason to believe that it may become insolvent at any time during the one-year period commencing on the date hereof.

19. Confidentiality. Each party (the "Recipient") agrees that all confidential documents, work product and information (including all computer code and related materials, sales and patron information, business projections, and all non-public information (collectively "Confidential Information") disclosed by the other party (the "Disclosing Party") pursuant to this Operator Agreement will be received in strict confidence and will be used only for the purposes contemplated in this Operator Agreement. Without obtaining the prior written consent of the Disclosing Party, the Recipient will not disclose any Confidential Information to any third party, and will disclose such information only to such of its officers, employees and agents who have a need to know such information for the purposes contemplated by this Operator Agreement. Provided, however, that the Recipient may disclose Confidential Information of the Disclosing Party in the following circumstances: (a) where, prior to disclosure, such information has become public without any failure of the Recipient to comply with the provisions of this paragraph; (b) in response to any subpoena or other legal process or if Recipient is required by applicable law to disclose such Confidential Information, provided that in all such cases, unless prohibited by applicable law from doing so, prior to disclosure, Recipient notifies the Disclosing Party of the demand for disclosure and provides the Disclosing Party with the opportunity to oppose same. Notwithstanding the forgoing, Operator may share such financial information relating to Games as Operator deems appropriate with the locations in which the Games are operated, and IT may list or otherwise publish such non-financial information regarding Operator and the locations at which Games are operated on its website(s). Furthermore, IT may disclose such information as is reasonably necessary to collect unpaid accounts to debt collection agencies and/or its legal representatives. This provision shall survive the termination or expiration of this agreement for a period of two years from the date thereof

20. General.

a. Governing Law. This Operator Agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois. Operator irrevocably submits itself to the original jurisdiction of those courts located in the County of Cook, State of Illinois, with regard to any controversy arising out, or relating to, or in any way concerning the execution or performance of this Operator Agreement. Operator agrees that service of process on Operator may be made, at the option of IT, by either registered or certified mail to the address and to the person set forth in the Notice Provision of this Operator Agreement, to such other address or person as may be designated by Operator in writing, to the office actually maintained by Operator or by personal delivery on any officer, director or managing or general agent of Operator. If any action is brought by Operator against IT concerning this Operator Agreement, the action shall only be brought in those courts located within the County of Cook, State of Illinois.

b. Force Majeure. Except for the payment obligations of Operator to IT, neither party shall be deemed in default of this Operator Agreement to the extent that performance of their

obligations or attempts to cure any breach are delayed or prevented by reason of any act of God, fire, natural disaster, accident, act of government, shortages of material or supplies of any other cause beyond the control of such party (including delay wrongfully caused solely by the other party) ("Force Majeure"), provided that such party gives the other party written notice thereof promptly, and in any event, within fifteen (15) days of discovery thereof; PROVIDED, however, that in any event the time for performance or cure shall be extended only for a period equal to duration of the Force Majeure but not in excess of six (6) months.

c. Assignment. This Operator Agreement may not be assigned in whole or in part by Operator without consent of IT, except that either may assign any or all of their rights under this Operator Agreement to any third party which succeeds by operation of law to, purchases or otherwise acquires substantially all of the assets of that party and assumes their obligations hereunder, upon written notice to the other party.

d. Interpretation. This Operator Agreement shall be fairly interpreted in accordance with its terms and without any strict construction in favor or against one party or the other.

e. Severability and Headings. Should any provision of this Operator Agreement be held void, invalid or inoperative, the remaining provisions of this Operator Agreement shall not be affected and shall continue in effect as though such provisions were deleted. Headings of this Operator Agreement are illustrative only and shall not control the effects of terms contained herein.

f. Notices. All notices, demands, requests and other communications required or permitted to be given to any other Party hereto in connection herewith (1) must be in writing and (2) may be served either by (A) depositing the same in the mail, full postage prepaid, certified or registered with return receipt requested, (B) delivering the same by an internationally recognized air courier service, full delivery cost paid, (C) delivering the same in person, (D) sending a telecopy of same, confirming with a copy thereof delivered either by mail or air courier service, or (E) sending a copy of same via email to the email address identified below, confirming a copy thereof delivered either by mail or air courier service. Any notice, demand, request or other communication shall be deemed given upon receipt. For the purposes hereof, the addresses, email and telecopy numbers of the Parties hereto are as follows:

If to Operator:

Attn: _____

Fax: _____
Email: _____

If to IT:

Incredible Technologies, Inc.
Attn: General Counsel
200 Corporate Woods Parkway
Vernon Hills, IL 60061
Email: legal@itsgames.com

or to such address as either Party may designate in writing to the other.

g. Entire Agreement. This Operator Agreement states the entire agreement between the parties with respect to the subject hereof and supersedes all prior negotiations, understandings and agreements between the parties hereto concerning the subject matter hereof. No amendment or modification of this Operator Agreement shall be made except by an instrument in writing signed by both parties which specifically and particularly refers to this Operator Agreement.

h. Counterparts. This Operator Agreement may be executed in any number of counterparts, each of which when so executed and delivered will be deemed to be an original and all of which taken together shall constitute one and the same instrument.

i. Effect of Termination. No termination shall affect any right, liability, or obligation, which accrues prior to such termination. Additionally, termination shall not affect either party's obligations to the other which by the nature thereof are intended to survive any such termination, including, but not limited to, the obligations of maintaining confidentiality as well as the obligations for payment of any outstanding monies that may be owed by one party to another and related remedies.

IN WITNESS WHEREOF, the respective parties have caused this Operator Agreement to be executed as of the date(s) first written above.

INCREDIBLE TECHNOLOGIES, INC.

Signature: _____

By: James M. Doré

Title: COO

OPERATOR

Signature: _____

By: _____
Print Name

Title: _____

Exhibit A

Game Registration Form

FOR FASTER SERVICE: Register your Game right at the Location with your ITNet® Operator Identification Card/Number

Operator Company Name: _____ **Contact:** _____

Address: _____

Phone: _____ **Date:** _____

Fax: _____ **Email:** _____

ITNet® Operator ID Number / Card: _____

Game Type: **GT PGA TOUR Edition** Golden Tee PGA TOUR Edition Registration includes a Subscription required to enhance player experience. The Subscription is subject to additional Tier-based fees set by IT.

Golden Tee LIVE **Silver Strike LIVE** **PowerPutt LIVE** **Other** _____

Game ID Number/CID: _____

Location Name: _____ **Manager or Other Contact:** _____

Location Principal Owner(s) Name: _____

Description of Type of Business Conducted by Location: _____

Location Address: _____

City/State: _____ **Zip Code:** _____

Location Phone Number: (_____) _____

Please Select One of the Following:

Please REGISTER this Game.

Please UNREGISTER This Game.

This Game is in a NEW LOCATION.

Old Location Name: _____

Signature MUST accompany this form

Authorized Signature _____ Date _____

Name _____ Title _____



Fill out this form, sign and submit using one of the methods below.

Mail to: Incredible Technologies, Inc., 200 Corporate Woods Parkway, Vernon Hills, IL 60061

Fax to: (847) 454-9155

E-mail: OperatorServices@itsgames.com

Questions? Please call (847) 870-7027

Please allow up 1 to 2 Business Days for Processing

Revised November 2021

Exhibit B

ITNet® Operating Rules

The following ITNet Operating Rules (the “**Operating Rules**”) shall govern the use of the ITNet system operated by Incredible Technologies, Inc. (“IT”). Owners of IT coin, bill and/or card-operated amusement machines which make use of the ITNet system, (“**Operators**”) agree to the terms of the Incredible Technologies Operator Agreement (the “**Operator Agreement**”) which is made part hereof, as well as these Operating Rules. These Operating Rules may be changed by IT at any time. Any change shall govern all usage of ITNet subsequent to such change being published on IT’s web site or written notice of such change being provided to Operator, whichever comes first. All terms, conditions and other information set forth in the Operator Agreement are hereby expressly incorporated by reference as if set forth herein. Any and all capitalized terms contained in these Operating Rules, and not separately defined herein, shall have the same meaning as defined in the Operator Agreement.

Forms: All Operators must complete the following forms and keep them up-to-date with IT.

- ◆ The **Incredible Technologies Operator Agreement** (<https://amusement.itsgames.com/operators>) outlines the basic commitments by both parties required to support the ITNet system.
- ◆ The **Game Registration Form** asks for game Location. A separate Game Registration Form is required for each IT coin-operated amusement machine (“**Game**”). By signing this form, Operator represents and warrants that the address, city, state, zip code of each Location where Operator installed each Game provided on Game Registration Form is accurate.
- ◆ An **IRS Form W-9** so that IT may appropriately report all payments made to Operators to the IRS as required by Federal law.

Timely Payment; Remedies: Operator agrees to timely pay all monies due IT in the normal course of business. Operator agrees that IT may sweep Operator’s bank accounts as set forth in the relevant ETF Authorization between IT and Operator for monies due IT, including monies due for products and services purchased by Operator and not paid for by separate check or wire transfer. Operator further agrees that IT shall have the right to limit the online access of, or disable, any Games owned by Operator for which any payments, including but not limited to ITNet fees, subscription fees or upgrade payments, are not paid timely. IT has the right to re-enable any Game, Content or subscription so disabled upon the payment of all monies owed to IT by Operator. Any amounts not paid in accordance with the terms of this Operator Agreement which remain unpaid, shall, in addition to any other remedies IT may have, bear interest from the date due until the date paid at the rate of 1% per month or the maximum rate permitted by law, whichever is less. Operator shall be responsible to IT for all costs and expenses of collecting overdue accounts, including, if any amount is collected by or through an attorney, reasonable attorney’s fees.

Operating Restrictions: Operators must obey the following rules and restrictions:

1. Operators are required to assist IT in the enforcement of rules and regulations of IT with regards to the Games. This includes, but is not limited to the **Terms and Conditions of Play**, which are posted on Games and on the IT website. The Terms and Conditions of Play are herein incorporated by reference. Operators or employees of Operators who breach the Terms and Conditions of Play commit a material breach of the Operating Rules. Operators or employees of Operators who advise other persons to breach or disregard the Terms and Conditions of Play, or permit other persons to do so without notifying IT, likewise commit a material breach of the Operating Rules. For avoidance of doubt, the terms of the Operating Rules shall control over the Terms and Conditions of Play.
2. Operators must report non-compliance or irregularities immediately upon Operator’s knowledge or belief of same. If Operator becomes aware of unusual play patterns on Games, Operator must notify IT in a reasonable and timely manner of these unusual play patterns.
3. Operator shall only operate Games at Locations where the operation of Games and related Game play features are in compliance with all local, state, and other governmental body laws and regulations.
4. Operators shall disable any user-adjustable feature which is unlawful in the Location where a Game is being operated.
5. Operators shall make reasonable efforts to properly license, certify, register, or otherwise comply with tracking, licensing and taxation requirements in the jurisdiction where an Operator Game is being operated. Operators shall indemnify and hold IT harmless for incorrect or inadequate licensing, registration, or taxation procedures which result in a claim against IT.
6. Games shall be operated in a commercially reasonable fashion at all times. Failure to operate Games in a commercially reasonable fashion, or to locate Games in a traditional coin-operated environment, as determined solely by IT, shall be cause for appropriate action, up to and including loss of the ability to connect Games to ITNet.
7. IT reserves the right, at its sole discretion, to impose sanctions upon Operators for breach of the Operator Agreement, Operating Rules, Terms and Conditions of Play, or any rules and regulations set by IT.

Game Maintenance: Operators shall maintain Games in a reasonable manner, and shall install and maintain all IT-supplied components as directed by IT in service manuals, service bulletins, and any other notification or instruction materials. Operators agree to indemnify and hold IT harmless for any claim by Operator, employee or agent of Operator, or any third party in which the

Operator's installation or maintenance of a Game, or lack thereof, was a contributory factor in causing such claim. Operators shall also provide prompt and courteous technical support and service to locations where Games have been placed in service.

ITNet Image/Text Placement: Operators agree that IT has the right, at its sole discretion, to include images and/or text with Games, or to push such images and/or text to Games through ITNet or other suitable transmission or transfer means, which display during the play of Games and/or when Games are not in use. These images and/or text may include, but are not limited to, advertisements for IT's products and services, advertisements for the products and services of third parties, or images and/or text of an entertaining, educational, or whimsical nature.

8. **Governing Law and Jurisdiction:** The validity and construction of the Operating Rules shall be governed by the laws of the State of Illinois. The parties hereby submit to the Jurisdiction of those courts located in the County of Cook, State of Illinois.

9. **Severability:** Should any provision of the Operating Rules be held void, invalid or inoperative, the remaining provisions shall not be affected and shall continue in effect as though such provisions were deleted.