



ITNet™

OPERATOR AGREEMENT

IMPORTANT!!

THIS DOCUMENT MUST BE SIGNED AND ON FILE WITH INCREDIBLE TECHNOLOGIES FOR YOUR GOLDEN TEE LIVE, SILVER STRIKE LIVE AND/OR POWERPUTT LIVE MACHINES TO RECEIVE ONLINE FEATURES OR TECHNICAL SUPPORT.

This AGREEMENT is made and entered into this _____ day of _____, 20___, by and between Incredible Technologies, Inc. ("IT"), an Illinois corporation, whose address is 200 Corporate Woods Parkway Vernon Hills IL 60061, and, _____ ("OPERATOR"), whose address is:

WHEREAS, IT is skilled in the design of hardware and software relating to coin-operated video games, and; WHEREAS, OPERATOR is skilled in the operation and management of coin-operated video games and represents that it is in the business of operating and managing the same.

NOW THEREFORE, for and in consideration of the mutual promises herein and other valuable consideration, the parties agree as follows:

1. APPLICATION.

This Agreement shall apply to the operation of all games ("TGAMES") that are capable of connecting to IT's Incredible Technologies Network ("ITNET") that Operator elects to register with the ITNET for the purpose of obtaining additional services and/or enabling additional game play features. It shall also apply to the operation of all IT games owned and operated by OPERATOR which are not online ("UGAMES") as set forth below.

2. IT OBLIGATIONS.

IT agrees to do the following:

- A. Administer the ITNET and offer contests on a regular and periodic basis throughout the year, and allow OPERATOR'S TGAMES to be included in such contests provided that OPERATOR has complied with all ITNET rules and regulations, which are subject to change at IT's sole discretion without notice, and this Agreement;
- B. Be responsible for payment and distribution of all IT sponsored contest prizes;
- C. Provide technical support to technical representatives of OPERATOR in the installation and maintenance of TGAMES, in their connection to the ITNET, and in the installation and maintenance of UGAMES as set forth in sales agreements and accompanying manuals and warranties;
- D. Fax, mail, email or otherwise make available billing statements to OPERATOR at least 4 business days prior to the date of automatic debiting of amounts owed to IT for ITNET related fees;
- E. Provide usual and customary accounting and related services for ITNET fees, prizes, IRS 1099 reporting, and the like;
- F. Warrant TGAMES and UGAMES for 90 day replacement for defects in materials and workmanship;
- G. Pay all money, if any, owed to OPERATOR timely when due, as determined by IT in its sole discretion;
- H. Use its best reasonable efforts to positively promote the ITNET program.

3. OPERATOR OBLIGATIONS.

OPERATOR agrees to do the following:

- A. Operate all TGAMES ITNET and UGAMES according to the terms of this Agreement, including adherence to the terms and conditions of the ITNET for games connected to the ITNET;
- B. Fill out and submit Game Initialization Forms, Game Registration Forms, Debit Account Forms, and such other forms as IT may require from time to time;
- C. Comply with the rules and regulations of the ITNET, which are subject to change at IT's sole discretion without notice, and report non-compliance or cheating on ITNET rules should this become known to OPERATOR;
- D. Provide prompt and courteous technical support and service to locations where the TGAMES and UGAMES have been placed in service;
- E. Pay all money owed to IT, including but not limited to any and all ITNET fees incurred on games registered to Operator's account, by depositing such amounts in the account that OPERATOR sets up under the Debit Account Form prior to the date that the account will be automatically debited;
- F. Only operate TGAMES and/or UGAMES at locations where OPERATOR has used its best, good-faith efforts to determine that the operation of TGAMES and/or UGAMES and related game play features are in compliance with all local, state, and other governmental body laws and regulations;
- G. Only operate TGAMES and/or UGAMES in a traditional coin-operated environment as determined solely by IT, unless otherwise approved by IT;



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- H. Hold IT harmless for any losses due to theft or machine setting tampering;
- I. Use its best reasonable efforts to positively promote the ITNET program; and,
- J. Re-register TGAMES when any relevant information changes, including but not limited to moving the TGAME to a new location or selling the TGAME to a new Operator. Pay all ITNet Fees incurred by a TGAME unless and until it is either registered to the new Operator or unregistered by the current Operator.

4. 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 relevant payment agreements 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 TGAME or UGAME owned by OPERATOR for which any payments, including but not limited to ITNet Fees or Upgrade Payments, are not paid timely. IT agrees to promptly re-enable any TGAME or UGAME so disabled upon the payment of all monies owed to IT by OPERATOR. Operators of TGAMES further agree that they will pay reasonable collection costs and fees, including simple interest of One Percent (1%) per calendar month or fraction of a calendar month on all payments more than fifteen (15) days late.

5. TAXES.

OPERATOR agrees to pay all taxes, fees, and assessments of any kind which may be assessed by any governmental body on the fees generated by the TGAMES and UGAMES, including, but not limited to any gross receipts taxes. OPERATOR is not responsible for any income tax or related assessments that are directly attributable to the business of IT.

6. ASSIGNMENT.

Neither party to this Agreement may sell, assign, transfer, pledge, or encumber, with or without consideration, all or any part of their interest in this Agreement without first obtaining the written consent of the other party.

7. EXPIRATION AND TERMINATION.

This Agreement shall continue in force for a period of one year from the date hereof, and shall automatically renew for successive one-year periods upon the anniversary date, and annually thereafter, unless sooner terminated in writing. Notwithstanding the forgoing, either party may terminate this agreement immediately upon notice to the other party.

8. 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.

9. CONFIDENTIALITY.

Each party agrees that the trade secrets, technological information, marketing plans, game play data, location and game revenue data, and any other confidential business information disclosed in the course of performance under this Agreement, including the terms of this Agreement, shall be held in strict confidence and not disclosed to anyone without the written consent of the other party. Notwithstanding the forgoing, OPERATOR may share such financial information relating to TGAMES and/or UGAMES as OPERATOR deems appropriate with the locations in which the TGAMES and/or UGAMES are operated, and IT may list or otherwise publish such non-financial information regarding OPERATOR and the locations at which the TGAMES and/or UGAMES 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.

10. ITNet IMAGE/TEXT PLACEMENT.

All Operators agree that IT has the right, at its sole discretion, to include images and/or text with TGAMES, or to push them to TGAMES through the ITNet or other suitable transmission or transfer means, which display during the play of TGAMES and/or when TGAMES 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.



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11. GOVERNING LAW AND JURISDICTION.

The validity and construction of this Agreement and of the rights and obligations herein shall be determined and governed by the laws of the State of Illinois. The parties hereby submit to the Jurisdiction of any state or federal court in Cook County Illinois. OPERATORS operating outside the borders of the United States of America, regardless of their citizenship or residency, explicitly agree to allow any assets they may have in the USA or any other foreign country to be attached, garnished, forfeited or otherwise reached by any legal act if, after due process of law, they are found to be liable to IT for damages by reason of breach of this Agreement.

12. SEVERABILITY.

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

13. HEADINGS.

The headings in this Agreement are inserted for convenience and reference only, and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

14. ENTIRE AGREEMENT, MODIFICATION AND MERGER.

This Agreement, including the Exhibits attached hereto, if any, states the entire Agreement between the parties with respect to the subject matter hereof, and supersedes and cancels all previous agreements, negotiations, commitments and representations regarding the subject matter of hereof which may have previously been made between the parties, whether orally or in writing. This Agreement may not be modified or altered except by written instrument duly executed by both parties.

15. ADDITIONAL DOCUMENTS.

The parties shall execute any and all documents, agreements, contracts, or other writings, which may be necessary or appropriate to carry out the terms, spirit and intent of this Agreement.

16. COUNTERPARTS.

This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same instrument.

17. INDEPENDENT CONTRACTORS.

Each of the parties to this Agreement shall be deemed to have the status of independent contractors, and nothing contained herein shall be deemed or construed as creating a joint venture, partnership, agency, or employer/employee relationship between the parties.

In Witness Whereof, the parties hereto have duly executed this Agreement on the day and year first written above.

INCREDIBLE TECHNOLOGIES, INC.

OPERATOR

By: _____

By: _____

Its: _____

Its: _____

(Printed name and title)

(Printed name and title)

IMPORTANT!!

THIS DOCUMENT MUST BE SIGNED AND ON FILE WITH INCREDIBLE TECHNOLOGIES FOR YOUR GOLDEN TEE LIVE MACHINES TO RECEIVE ONLINE FEATURES. YOU MUST ALSO RETURN ALL NECESSARY IRS FORMS BEFORE YOUR ACCOUNT CAN BE ENABLED AND ONLINE FEATURES ACCESSED.

Fill out this form completely and mail or fax to:

Incredible Technologies, Inc.

200 Corporate Woods Parkway

Vernon Hills, IL 60061

(847) 870-7027 Phone (847) 454-9155 ITNet Registration Fax

Allow up to 10 Business Days for Processing.