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 reenable 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.

<u>Game Maintenance</u>: 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.

<u>ITNet Image/Text Placement</u>: 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.