

EQUIPMENT PURCHASE, SALE, AND SECURITY AGREEMENT

THIS AGREEMENT is made and entered into upon the acceptance of any sales quotes, agreements, invoices, or purchase orders. Parties will be names on qualifying sales documents, which will reference this agreement. Signed acceptance to qualifying agreements of sale constitutes acceptance to this agreement, regardless of signature below.

NOW THEREFORE, the parties to this Agreement, for and in consideration of the mutual promises herein contained, and for other good and valuable consideration, receipt of which is hereby acknowledged, do hereby agree as follows:

1. Purchase and Sale of Skill Gaming Devices. Seller agrees to sell and Buyer agrees to purchase, subject to the term and conditions contained in this Agreement, ____ Skill Gaming Device(s) along with any other associated equipment described in the attached Bill of Sale and/or Sales Invoice, the combination of which is hereinafter referred to as (“Equipment”).
2. Purchase Price. The total purchase price for the Equipment covered by this agreement is outlined in each individual invoice provided by the Seller. Prices listed on the individual invoice is binding only for the single purchase and is not binding for future purchases. Seller may adjust prices on future purchases.
3. Ordering Processing. Seller will employ its best efforts to fill Buyer’s orders promptly on acceptance, but agrees that delivery time shall not exceed 75 days from receipt of an order.
4. Payment Terms. Payment of the purchase price set forth on the invoice shall be covered on this agreement.
 - a. Any amounts not paid in accordance with the terms and conditions of this Agreement shall, in addition to any other remedies Seller may have, bear interest from the date due until the date paid at the rate of five percent (5%) per month.
 - b. Binding Corporate agreement terms will be noted on the invoices, no other terms, implied or otherwise are enforceable.
5. Delivery. The Equipment described herein will be delivered to Buyer at the location specified on the invoice.

Buyer will, at its own risk and expense, satisfy all Buyers’ formalities necessary for the acquisition and operation of the equipment. Title to and risk of loss of the skill gaming devices sold hereunder shall pass to Buyer upon Seller’s delivery of the equipment and completion of payment described herein. Seller may provide such assistance and documentation to Buyer as is reasonable and necessary to facilitate Buyer’s acquisition of the equipment.
6. Seller’s Warranties. Seller represents and warrants that it is the owner of the Equipment described herein and, on the invoice, attached hereto, that it is duly and effectively authorized to execute, deliver and perform this agreement, and that no further action is necessary nor is the consent of any person required in order for Seller to consummate the transaction provided for herein. Seller represents that the Skill Gaming Devices will be at the time of conveyance to Buyer, free and clear of any security interests, liens or encumbrances. Seller represents and warrants that the equipment provided for herein and in the attached invoice will be free of defects in materials and manufacture for a period of One Hundred Eighty

(180) days following the date of delivery to Buyer.

7. Buyers Warranties. Buyer represents and warrants that it is duly and effectively authorized to execute, deliver and perform this agreement, that no further action is necessary nor is the consent of any person required in order for Buyer to consummate the transaction provided for herein, that the individual signing this agreement on behalf of Buyer is authorized to do so, and that Buyer is organized under the laws of the State of Nebraska. Buyer further represents that Buyer is an approved licensee under the applicable laws and regulations of the State of Nebraska and accepts all risk that its use of the Skill gaming devices may be deemed unlawful or may be otherwise regulated and/or limited by local, state and federal authorities.
8. Software Update. Seller agrees to provide Buyer, at no charge, Seller's software update following the initial approved software set provided in the delivery of Equipment. Updates are limited to same software but may include enhancements required to meet regulatory requirements. Buyer must be in good payment standing and must have purchase the original equipment in within the last 18 months.
9. Security Interest. Buyer grants to Seller a security interest in the Equipment, including all chairs, tables, and accessions thereto and proceeds thereof including insurance proceeds, to secure the payment of all sums due hereunder to include any future advances or expenditures by Seller for maintenance, taxes, insurance and repairs, and all liabilities of Buyer to Seller now existing or incurred in the future. Buyer agrees to keep the Equipment insured with a reputable insurance company in an amount equal to or greater than the balance owed to Seller at any time hereunder with a loss payable clause in favor of Buyer and Seller as their interests may appear. Buyer agrees to promptly pay when due all taxes and assessments on the Equipment or for its use and operation.
10. Assignment. This Agreement may not be transferred or assigned by Buyer without prior written consent of Seller. Subject to the preceding sentence, this agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.
11. Ownership of Intellectual Property. Trestle Co shall retain all rights, title and interest in and to all intellectual property associated with the products. Accordingly, Trestle Co reserves the right during the terms of this agreement and thereafter, at its sole discretion and without obligation or liability of any kind to Buyer, to license any intellectual property associated with the Products to third parties that include the intellectual property or derivatives thereof in such third parties' products for sale or lease on an OEM basis in the Territory.
12. Confidential Information. Each Party shall keep in confidence, not disclose to any third party and not use for any purpose except its performance under this agreement, without the written permission of the other Party which consent will not be unreasonably withheld, the terms of this agreement and the information of the other Party, its affiliates or licensors made known to either Party under this Agreement. The foregoing requirement of confidentiality shall not apply to information that is (a) in the public domain through no wrongful act of either Party, (b) disclosed to a Party by a third Party which is under no obligation of confidentiality with respect to such information, (c) required to be disclosed by applicable rules and regulations of federal, state, local, or tribal government agencies or judicial bodies, or (d) necessary for tax or financial reporting purposes. This obligation of confidentiality (i) shall survive termination or expiration of this agreement and (ii) shall extend to any affiliates, agents, officers director, employees, or subcontractors of Buyer and Seller, except Buyer may disclose its terms to its managers, members, accountants, and counsel.
13. Entire Agreement. This Agreement constitutes the entire Agreement between the parties with regard to the subject matter of this Agreement and shall supersede and replace any prior Agreement(s) between the parties. There are no other understandings, express or implied, written or oral. No modification or alteration of this Agreement is valid or enforceable unless it is made in writing and subscribed by the parties hereto.

14. Applicable Law. The laws of the State of Nebraska shall govern the validity, performance and enforcement of the terms and conditions of this Agreement and any other obligations created hereby.
15. Interpretation. In the event any provision of this Agreement is found to violate any law, rule or regulation of the United States or the State of Nebraska, then that provision will be void but the remainder of this Agreement will remain in force as if the void provision did not exist.
16. Seller Liability. In no event shall Seller be liable for consequential, special, incidental, or similar damages of any kind resulting from non-delivery, late delivery, use or misuse of the equipment, including but not limited to damages for any loss of business, profits, revenues or other loss. In no event shall Seller's total cumulative liability hereunder, from all causes of action of any kind, whether arising under contract, tort (including negligence), strict liability, breach of warranty or otherwise, exceed the total amount paid by the Buyer to the Seller hereunder during the 6 months preceding the claim; provided, however that this limitation shall not apply to claims brought against Buyer by third parties claiming that the product infringe on the intellectual property rights of third parties.
17. Default and Remedies: Buyer shall be in default under this Agreement should Buyer fail to make any payment when due or to perform any covenant made, or if any warranty made by the Buyer should prove to have been false in any material respect when made, or if Buyer is dissolved or its existence terminated, or a receiver is appointed for any part of the Equipment or any bankruptcy proceeding is commenced by or against the Buyer. Upon the occurrence of any event of default, all sums due hereunder shall immediately become due and payable and Seller may proceed to enforce its rights and remedies as provided under Nebraska law as respects the Buyer and the Equipment.

The Buyer acknowledges and states that Buyer has been given the opportunity to read and review the terms and conditions of purchase and Buyer further acknowledges that Buyer has read and understands the terms and conditions and approves and agrees to be bound by all the aforementioned terms and conditions.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year first above written.

Date _____

(Legal Name of Buyer)

By _____

Print Name: _____

Title: _____

Phone #: _____

License#: _____

Trestle Co

Date _____

By: _____

Print Name: _____

Title: _____