



*Solutions Focused. Technology Driven.*

**HAPP CONTROLS, INC.  
POLICY, RESTRICTIONS, AND AUTHORIZATION  
For Use of Images from the Suzo-Happ North America Website**

All images that appear on the Suzo-Happ North America website are copyrighted by Happ Controls, Inc. and unauthorized use of these images by individuals, companies or institutions beyond the Suzo-Happ Group of Companies is strictly prohibited.

Authorization for limited use of these images may be granted to Companies who purchase Suzo-Happ products and/or Third Party Products from Suzo-Happ for the purpose of resale. Use of Suzo-Happ images by resellers is governed by the licensing agreement and restrictions set forth in this document.

**RECITALS**

WHEREAS, Suzo-Happ manufactures parts and accessories for the gaming, amusement, vending and industrial industries ("**Suzo-Happ Products**") and distributes Suzo-Happ Products as well as third party parts and accessories ("**Third Party Products**"); and

WHEREAS, Company purchases Suzo-Happ Products and/or Third Party Products from Suzo-Happ for the purpose of reselling such items, and would like to use images of such items ("**Product Images**") to advertise and sell them to Company's customers.

In consideration of the mutual promises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Suzo-Happ and Company agree as follows:

1. **Product Images.** Subject to the terms and conditions of this Agreement, Suzo-Happ hereby grants to Company, a limited, non-exclusive, non-transferable, royalty-free right and license to use the Product Images of Suzo-Happ Products and/or Third Party Products purchased directly from Suzo-Happ, subject to the restrictions set forth below, in advertising materials, promotional items, and catalogs; on the Company's website; or in other marketing materials (collectively, "Marketing Materials") solely for the purpose of promoting and selling such items. Without limiting the generality of the foregoing, Company agrees not to copy or reproduce the Suzo-Happ Products or Third Party Products or make any claim contrary to or challenging Suzo-Happ's ownership of the Product Images.
2. **Restrictions.** Subject to the terms and conditions of this Agreement, Company shall use the Product Images solely in connection with the advertising and sale of Suzo-Happ Products, or Third Party Products, which are purchased directly from Suzo-Happ. Company agrees it shall not use in association with the Product Images any text or graphics that are likely to lead third parties to believe that any Suzo-Happ Products or Third Party Products are manufactured by Company. Additionally, Company shall not make any oral or written statements likely to lead third parties to believe Company is an authorized distributor of Suzo-Happ. Company further agrees all uses by Company of the Suzo-Happ Images will comply with the guidelines set forth in Exhibit A attached hereto.
3. **Display of Marks.** Company shall display in a reasonable proximity to the Product Image of any Suzo-Happ Product displayed in the Marketing Materials, one or more trademarks and/or service marks proprietary to Suzo-Happ and identified on Exhibit B attached hereto ("Marks"), as may be amended from time to time upon agreement by Suzo-Happ and Company. Subject to the terms and conditions of this Agreement, Suzo-Happ hereby grants to Company a non-exclusive, non-transferable, worldwide, royalty-free license to copy, transmit, publish, and display the Marks, in such form as is depicted on Exhibit B, in connection with the display of the Product Images of Suzo-Happ Products in the Marketing Materials.
4. **Term.** This Agreement shall commence upon the Effective Date, and shall continue until terminated by either party in accordance with Section 5 below.
5. **Termination.** Company may terminate this Agreement upon thirty (30) days prior written notice to Suzo-Happ. Suzo-Happ may immediately terminate this Agreement at any time in its sole discretion upon notice to Company. Additionally, in the event Company does not purchase any Suzo-Happ Products and/or Third Party Products from Suzo-Happ for a period of ninety (90) days, this Agreement shall automatically terminate immediately subsequent to such ninety (90) day period. Upon termination of this Agreement, Company will immediately discontinue any and all display or other use of the Product Images and Marks.
6. **Survival.** The termination of this Agreement for any reason will not affect the accrued rights of the parties or the right of either party to sue for damages arising from a breach of this Agreement. Sections 5, 6, 7, 8 and 9 shall survive and shall remain in full force and effect beyond the effective date of termination of this Agreement.
7. **Ownership.** As between Suzo-Happ and Company, Suzo-Happ shall own and retain ownership of all rights, title and interest in the Product Images and the Marks, including all copyrights and other intellectual property rights therein, subject to the licenses granted to Company under this Agreement.
8. **Indemnification.** Company shall indemnify, defend and hold Suzo-Happ, and its present and former parent

companies, subsidiaries, operating units, affiliates and any of their respective directors, officers, employees, shareholders, agents and representatives, (the "Indemnities") harmless from any and all actions, claims, damages, expenses and liabilities of any nature whatsoever (including reasonable attorneys' fees and other legal costs) incurred or suffered by any such Indemnities arising out of, or in connection with, any third party claim, demand or cause of action based upon or arising out of (i) Company's use of the Product Images or Marks, (ii) any breach of this Agreement by Company; (iii) Company's gross negligence or willful misconduct; or (iv) infringement or other violation by the Marketing Materials (excluding the Product Images and Marks) of the intellectual property or other proprietary rights of any third party.

9. **Miscellaneous.** This Agreement will be governed by the laws of the State of Illinois without regard to conflicts of laws principles. This Agreement supersedes any and all prior agreements, and constitutes the entire agreement between Suzo-Happ and Company with respect to the subject matter hereof. No modification or amendment of this Agreement, or any waiver of rights under this Agreement, will be effective unless set forth in a writing signed by both Suzo-Happ and Company. If one or more of the provisions of this Agreement are deemed invalid, unlawful, or unenforceable by law, then the remaining provisions will continue in full force and effect. All rights granted under this Agreement shall extend also to the assignees and successors in interest of Suzo-Happ. Nothing in this Agreement shall be construed as modifying the nature of any relationship between Suzo-Happ and Company otherwise established. This Agreement shall not be construed as approval of Company as an authorized distributor of Suzo-Happ. Company may not assign or transfer any rights or obligations under this Agreement without the prior written consent of Suzo-Happ.

## EXHIBIT A

### Guidelines for Product Image Use

- Company may not modify Product Images in any way, except for resizing or repurposing the image for other media, (i.e., a web site).
- Company agrees to place the appropriate logo next to the Suzo-Happ Products and/or Third Party Products where required.
- Company agrees not to use low-resolution artwork from Suzo-Happ's web page and reuse it for print. If Company needs hi-resolution artwork, Company should contact Suzo-Happ.
- Company agrees not to directly link Suzo-Happ images to Company's website from Suzo-Happ's server. Company should copy the Product Image and place it on Company's web server.

## EXHIBIT B

