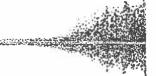


## **SQUAXIN ISLAND TRIBE**



#### **RESOLUTION NO. 21-50**

#### of the

#### SQUAXIN ISLAND TRIBAL COUNCIL

WHEREAS, the Squaxin Island Tribal Council is the Governing Body of the Squaxin Island Tribe, its members, its lands, its enterprises and its agencies by the authority of the Constitution and Bylaws of the Squaxin Island Tribe, as approved and adopted by the General Body and the Secretary of the Interior on July 8, 1965; and

WHEREAS, under the Constitution, Bylaws and inherent sovereignty of the Tribe, the Squaxin Island Tribal Council is charged with the duty of protecting the health, security, education and general welfare of tribal members, and of protecting and managing the lands and treaty resources and rights of the Tribe; and

WHEREAS, the Tribe is a federally-recognized Indian Tribe possessing reserved powers, including the powers of self-government; and

WHEREAS, the Squaxin Island Tribal Council has been entrusted with the creation of ordinances and resolutions in order to fulfill their duty of protecting the health, security, education and general welfare of tribal members, and of protecting and managing the lands and treaty resources of the Tribe; and

WHEREAS, the Tribal Council has established the Little Creek Casino Resort as a key tribal enterprise that funds the governmental services provided by the Tribe; and

WHEREAS, Tribal Council has not delegated the authority to Casino management to grant contractual or other waivers of sovereign immunity and therefore must individually approve each waiver by binding council action;

**WHEREAS**, Casino staff have negotiated the terms of a new IGT Customer Agreement with IGT, a Nevada corporation, for the supply of equipment, software and services;

**NOW THEREFORE BE IT RESOLVED,** that the Squaxin Island Tribal Council authorizes the Little Creek Casino Resort to enter into an agreement with IGT in substantially the same form as the attached agreement.

**NOW THEREFORE BE IT FURTHER RESOLVED,** the Tribal Council specifically limits its authorization to allow the Casino to enter a waiver of sovereign immunity to the waiver stated in Section 8.5 of the attached document.

**NOW THEREFORE BE IT FINALLY RESOLVED,** that the Tribal Council hereby authorizes Ramon Nunez, CEO to do any and all accounts necessary to effect execution and implementation of an agreement in substantially the same form as the attached subject to those conditions stated herein.

#### **CERTIFICATION**

The Squaxin Island Tribal Council hereby certifies that the foregoing Resolution was adopted at the regular meeting of the Squaxin Island Tribal Council, held on this 12th day of August, 2021, at which time a quorum was present and was passed by a vote of 6 for and 0 against, with 0 abstentions.

Kristopher K. Peters Kristopher K. Peters (Aug 13, 2021 10:48 PDT)

Kris Peters, Chairman

Attested by: Patrick Braese (Aug 13, 2021 10:51 PDT)

Patrick Braese, Secretary

Charlene Knise

Charlene Krise (Aug 13, 2021 14:54 PDT)

Charlene Krise, Vice Chairman

### **IGT Customer Agreement**

This IGT Customer Agreement, effective as of the date of the last signature on the signature page, and applicable Attachments and Transaction Documents (together, the "Agreement") set out the terms under which IGT, a Nevada corporation ("IGT") may supply Equipment, Software and Services to the Little Creek Casino Resort, a whollyowned enterprise of the Squaxin Island Tribe located in Shelton, Washington, (the "Customer"). Details regarding orders of Equipment, Software, Services and third party hardware and software supplied by IGT are set out in Attachments and Transaction Documents.

#### 1. Definitions.

1.1 Capitalized terms have the meanings set forth herein. As used in this IGT Customer Agreement:

"Attachment" means a document generated by IGT containing supplemental terms related to Equipment, Software or Services and is a part of the Agreement.

"**Equipment**" means an IGT branded device (or any component thereof) including its features and accessories available from IGT as specified in a Transaction Document.

"Services" means performance of tasks, such as training, installation, assistance or support, as specified in an Attachment or a Transaction Document. Customer will pay IGT for all Services on a time and materials basis at IGT's then current standard rates and reimburse reasonable travel and other expenses incurred by IGT in performing Services.

"Software" means an IGT branded computer program and related materials available for license from IGT as specified in an Attachment or a Transaction Document, along with any updates upgrades, or conversions as applicable. IGT grants Customer a non-exclusive, non-sub-licensable, nontransferable, restricted, limited license to use the Software subject to the terms of the Agreement (the "License"). The License does not include an unrestricted right to use the Software. If Software is embedded in or included with Equipment then the License is limited to use with such Equipment and may not be used or transferred separate and apart from such Equipment. The License is subject to the Customer: (i) maintaining all copyright notices and other markings included with the Software; (ii) ensuring that only the persons permitted to access the Software are allowed to do so in compliance with the terms of the Agreement; (iii) not reverse assembling, reverse compiling, translating or reverse engineering

the Software or otherwise attempting to obtain the source code or other proprietary information from the Software; (iv) not using any elements or parts of the Software or related licensed material separately from the Software; and (v) not selling, licensing, copying or otherwise making the Software available to any third party. Software may contain third party components for which notices are provided or which are subject to additional or different terms. Customer's use of Software is subject to compliance with those third party terms. Notices and terms applicable to third party software are in the documentation accompanying such software (i.e., a user manual, user guide, readme.txt file or notice.txt file). IGT may use (or require Customer to use) security measures, including software locks, to limit access to or use of the Software.

"Transaction Document" is a document generated by IGT that sets forth specific Equipment, Software or Services ordered by or provided to Customer, such as a sales order, invoice, order acceptance or other document, each of which is a part of the Agreement.

# 2. <u>Title, Risk of Loss, Payment, Delivery and Acceptance.</u>

- 2.1 Title to Equipment (but not to any Software embedded in or included with Equipment) being purchased by Customer shall transfer to Customer at delivery as specified in paragraph 2.3. Risk of loss or damage to Equipment (including any Software embedded in or included with Equipment) shall transfer to Customer at delivery.
- 2.2 Payment is due in accordance with the terms of any applicable Transaction Document. Customer has no right to set off or retain any amounts due under the Agreement based on any claim by Customer or for any other reason. Customer will pay interest on unpaid amounts from the due date until paid at the lesser of: (i) 1.5% per month (18% per annum); and (ii) the maximum rate allowed under applicable law.

All amounts charged by IGT are exclusive of taxes, tariffs, duties, customs or other fees or surcharges imposed by any governmental authority. If IGT is required to collect any taxes, then IGT will do so unless Customer provides IGT with a valid exemption certificate. IGT will make reasonable efforts to secure any available exemption from taxation. Customer shall indemnify IGT for any penalty, liability or expense (including attorneys' fees and expenses) arising from Customer's failure to pay such taxes or provide appropriate documentation timely.

- 2.3 Any estimated delivery date for Equipment, Software and Services will be set forth in the applicable Transaction Document. IGT does not guarantee specific delivery dates. Delivery of Equipment occurs when IGT's designated carrier delivers the Equipment to Customer's property designated in the applicable Transaction Document. Delivery of Software occurs when IGT's designated carrier delivers the physical media to Customer's property as designated in the applicable Transaction Document or when IGT notifies Customer that Software is available for electronic download. If Customer does not accept delivery within six months of executing the applicable Transaction Document, IGT may cancel that portion of such Transaction Document without further obligation and Customer will pay all applicable charges as specified in the Section entitled Termination and Cancellation.
- 2.4 shall pay and have full Customer responsibility, without right to reimbursement from IGT, for all fees, taxes, assessments, TERO fees, charges, registration fees and any other fee or charge resulting from transactions under this Agreement (excluding IGT's vendor license fees and taxes or fees based on net income). Fees, taxes and charges include but are not limited to tribal and/or gaming commission fees including special distribution fund fees, assessments, and taxes or fees based on a percentage of sales volume or which may be applicable to the ownership, possession, operation or use of the gaming devices, system and related Equipment. IGT shall not be liable for any taxes, fees, or charges for any purpose including, but not limited to, those that may arise out of the installation, placement or operation of the Equipment at the Customer's location. In the event any of the aforementioned taxes or fees are imposed on IGT, IGT may seek reimbursement from Customer.

- 2.5 Equipment which is not refused within ten business days following delivery is deemed accepted. Software is deemed accepted upon Customer's execution of an IGT Software Delivery and Installation form.
- 2.6 Customer grants a first priority security interest (or similar right) in the Equipment to IGT for so long as any amounts are due IGT, and Customer shall purchase insurance sufficient to insure the value of such Equipment, name IGT as an additional insured and loss payee and provide proof of insurance to IGT. Customer will cooperate with IGT to perfect IGT's security interest.
- 2.7 IGT may suspend access to and use of Software, repossess Equipment or suspend the provision of Services if payment is overdue. Customer waives its rights to damages related to any rightful suspension or repossession.

#### 3. Legal and Regulatory Matters.

- 3.1 Customer represents and warrants that it is acquiring Equipment for its own use and not for resale, lease or transfer.
- Each party: (i) will comply with the laws and 3.2 regulations, including those imposed by tribal law or tribal gaming authorities, applicable to its respective business where conducted, including gaming, export, import, data protection, anti-corruption and economic sanction law and regulations; (ii) represents and warrants that it has obtained and will maintain all required licenses, permits and approvals and will provide evidence of such upon request by the other party; (iii) shall cooperate with requests, inquiries and investigations of regulatory authorities or law enforcement agencies related to the performance of the Agreement, including disclosing information which would otherwise be considered confidential; and (iv) will cooperate with the other party in any due diligence background investigation of such party and its affiliates and provide the other party with any information reasonably necessary to conduct the due diligence investigation and establish the suitability of such party and its affiliates, at any time during the term of the Agreement.
- 3.3 Equipment, Software and Services may require approval of gaming regulatory authorities and other third parties prior to installation or use. IGT's

failure to deliver Equipment, Software or Services due to the lack of such approvals will not constitute a breach of the Agreement by IGT. If such approvals cannot be obtained in a reasonable time period, Customer shall accept alternate Equipment, Software and Services, similar in value and function, that have previously received regulatory approval by the appropriate regulatory agency ("Alternate Equipment, Software and Services"). Once the originally requested Equipment, Software and Services receive regulatory approval, IGT will provide Customer with those approved Equipment, Software and Services as soon as practicable and remove and/or cancel any Alternate Equipment, Software and Services.

- 3.4 Customer must notify IGT of any proposed material change in ownership, management or licensing status of Customer. Any such change may involve additional due diligence background investigation. If Customer fails to obtain IGT's prior consent or IGT determines that continuation of the Agreement would jeopardize IGT's gaming licenses, permits or status with any gaming regulator, then the Agreement may be immediately terminated in whole or, if reasonable, in part, along with Customer's licenses granted herein. In such event, Customer shall pay IGT all fees due IGT up to the date of termination.
- This Agreement is contingent upon its 3.5 continued approval by IGT's Chief Compliance Officer or Global Compliance Governance Committee. IGT may immediately terminate this Agreement in the event that IGT discovers facts with respect to Customer or this Agreement that would, in the reasonable opinion of IGT, jeopardize the gaming licenses, permits or status of IGT or any of its affiliates with any applicable regulatory or law enforcement agency. In the event of such termination, neither party shall have any further rights hereunder and Customer shall pay IGT all fees due IGT up to the date of termination.
- 3.6 In providing any Equipment or services to Customer, IGT agrees that IGT's Equipment, whether comprised of hardware, software or a combination of each, have been tested and approved by an Independent Testing Laboratory that has been found suitable by the Squaxin Island Tribe tribal gaming agency or is accredited to ISO-17025 standards, and meet the most recent version of Gaming Laboratories International, Inc. Technical Standard 11 (GLI-11

Gaming Devices in Casinos). Any change to the Equipment required by any government authority having responsibility for the licensure or approval of the Equipment shall be deemed accepted by the parties. Any change thus mandated may require a revision, as specifically designated by IGT in its sole discretion, to the list price otherwise applicable. In accordance with this Section, all services provided regarding the Equipment and software will adhere to applicable laws including the Minimum Internal Control Standards (MICS) 25 CFR 542. Customer agrees to provide IGT on request with copies of any applicable tribal internal control standards as well as applicable tribal regulations prior to commencement of services or delivery of Equipment. IGT will use reasonable efforts to comply with any applicable regulations and minimum internal controls promulgated by the Squaxin Island Tribe so long as copies of such regulations and minimum internal controls have been provided to IGT as required herein.

- 3.7 IGT, its affiliates and third party suppliers may process personal data to perform obligations under the Agreement. Customer warrants that it has obtained the necessary consents in accordance with applicable data protection laws to enable IGT to carry out such acts to the extent Customer has provided any permissions necessary for such processing to take place. Customer will indemnify IGT for any costs, expenses or other liability which arise due to Customer's failure to obtain required consents.
- 3.8 IGT retains all intellectual property rights and other proprietary interests in and to Equipment, Software and Services and any derivatives thereof. No license or other interest in any intellectual property right or other proprietary interest not expressly granted under the Agreement is granted to Customer hereunder.

#### 4. Warranty.

4.1 IGT warrants that Equipment and Software used in their specified operating environment and in accordance with the IGT user documentation conform in all material respects to their published specifications during the 90 day period beginning on the date the Equipment or Software is first used in live operation by Customer. If the Equipment or Software does not function as warranted during such period, IGT shall repair or replace it with a functional

equivalent. IGT warrants that Services will be provided using commercially reasonable care and skill in accordance with the applicable Attachment or Transaction Document. The warranty for a Service ends when the Service ends.

- 4.2 The warranty for Equipment and Software will be null and void to the extent any non-conformance with specifications is caused by: (i) Customer's modification, alteration or revision of all or any portion of the Equipment or Software; (ii) third party hardware, software or systems; (iii) damage caused by third parties or external factors; (iv) failure of Customer to maintain a suitable operating environment and conditions consistent with best practices; (v) failure to comply with instructions provided by IGT; or (vi) normal wear and tear.
- 4.3 IGT makes no warranty with respect to third party hardware or software provided by IGT under the Agreement. To the extent transferable, IGT will transfer any warranty provided by the manufacturer or developer of third party hardware and software.
- 4.4 The foregoing warranties are the exclusive warranties provided by IGT and IGT expressly disclaims all other warranties or conditions, express or implied, including any implied warranty of merchantability, fitness for a particular purpose, non-infringement and implied warranties arising from the course of dealing or the course of performance between the parties. IGT and its third party suppliers do not warrant the uninterrupted or error-free operation of Equipment, Software or Services, any game performance or revenue generation or that Equipment can detect fraudulent transactions or counterfeit currency.

#### 5. Indemnity and Liability.

5.1 If a third party asserts a claim against Customer that Equipment, Software or Services acquired under the Agreement infringes a valid patent, trademark or copyright, IGT will defend the Customer against that claim and pay amounts finally awarded by a court against Customer or included in a settlement approved by IGT, provided that Customer: (i) promptly notifies IGT of the claim; (ii) tenders sole control of the defense and settlement of the claim to IGT; (iii) provides reasonable assistance to IGT including mitigation efforts and (iv) makes no admission of guilt or liability. IGT may at its option,

- either: (a) modify the Equipment, Software or Service to avoid the alleged infringement; (b) obtain a right for Customer to continue using the Equipment, Software or Service; or (c) replace the allegedly infringing Equipment, Software or Service. If none of the foregoing is commercially reasonable, IGT may terminate Customer's right to use the allegedly infringing portion of the Equipment, Software or Service. IGT has no responsibility for claims based, in whole or in part, on: (a) third party hardware or software not provided by IGT; (b) any violation of law or third party rights caused by Customer's content, materials, designs or specifications; (c) use of a non-current version or release of Equipment or Software when an infringement claim could have been avoided by using a current version or release; (d) compliance with Customer's designs, specifications or instructions; (e) modification of the Equipment, Software or Services by any person other than IGT; (f) failure to use the Equipment, Software or Services in compliance with IGT's written instructions; or (g) if any amount payable for the applicable Equipment, Software or Service has not been paid by Customer.
- 5.2 IGT has no responsibility for claims based, in whole or in part, on (a) errors or malfunctions of Equipment or Software or (b) the configuration or setting of the options of Equipment and Software hold percentages, denomination selections, maximum bet, progressive settings, game speed, system protocol, bill validator and ticket dispenser settings) even if IGT performs configuration or setting services at Customer's request. Customer will indemnify and defend IGT against any claim relating to the configuration or setting of the options of Equipment and Software.
- 5.3 IGT's entire liability for all claims related to or arising under the Agreement will not exceed the amount of any actual direct damages incurred by Customer up to: (i) the amounts paid (if not recurring); or (ii) the prior 12 months' charges (if recurring), for the Equipment, Software or Services which are the subject of the claim, regardless of the basis of the claim. IGT will not be liable for the acceptance of counterfeit currency of any kind. IGT will not be liable for special, incidental, exemplary, indirect or economic consequential damages, or lost profits, business, value, revenue, goodwill or anticipated savings, even if advised of the possibility of such damages. The foregoing limits and exclusions apply

collectively to IGT, its affiliates, contractors and suppliers. The following amounts, if a party is legally liable for them, are not subject to the foregoing limitation: (a) any payment to a third party for intellectual property infringement referred to in this Section; (b) damages for bodily injury or death; (c) damages to real property or tangible personal property; (d) damages that cannot be limited under applicable law or (e) damages for breach of confidentiality or misappropriation of intellectual property rights.

## 6. <u>Confidentiality</u>.

- Each party will use reasonable efforts to 6.1 avoid publication, disclosure or dissemination of the other party's Confidential Information exchanged in performance of the Agreement. The receiving party may disclose such Confidential Information to its agents legal representatives, employees, contractors who have a need to know and have agreed in writing to keep such information confidential. The receiving party will be liable for failure of such persons to treat the disclosing party's Confidential Information in accordance with the requirements of the Agreement. The receiving party will destroy all Confidential Information of the other party: (i) upon the termination of the Agreement; and (ii) with respect to specific Equipment, Software or Services, when the party no longer is using or possesses such Equipment, Software or Service.
- 6.2 "Confidential Information" means all information disclosed by a disclosing party or its affiliate to a receiving party or its affiliate which is reasonably considered as confidential at the time of disclosure. The receiving party may disclose, disseminate and use Confidential Information that is already in its possession without obligation of confidentiality, developed independently, publicly available when received or subsequently becomes publicly available through no fault of the receiving party.
- 6.3 If the receiving party is required by applicable law, regulation or a valid legal order to disclose any Confidential Information, the receiving party shall reasonably in advance notify the disclosing party of such requirements so that the disclosing party may seek a protective order or other remedy and the receiving party shall reasonably assist therewith. If the receiving party remains legally

compelled to make such disclosure, it shall: (a) only disclose that portion of the Confidential Information that it is required to disclose; (b) if a protective order is not granted, use reasonable efforts to ensure that such Confidential Information is afforded confidential treatment and (c) agree that such Confidential Information shall continue to be "Confidential Information" for purposes of the Agreement.

#### 7. Termination and Cancellation.

- 7.1 Either party may terminate the Agreement immediately: (i) in whole or in part upon notice if the other party is in material breach and fails to remedy that breach within a reasonable period of time after being notified to do so; or (ii) in whole if the other party (a) ceases to do business, (b) becomes insolvent, (c) files, or has filed against it, a petition or resolution for bankruptcy, (d) makes or seeks to make a general assignment for the benefit of its creditors, (e) has a receiver appointed over all or part of its assets, or (f) reasonably concludes based on its due diligence background investigation that its gaming licenses, permits or other approvals with any applicable regulatory or law enforcement agency are at risk.
- If the Agreement is terminated in whole or in 7.2 part, in addition to all other remedies available to IGT at law or in equity, IGT may: (i) declare that all amounts remaining unpaid under the Agreement or the applicable Attachment or Transaction Document are immediately due; (ii) restrict access to and use of, or require the Customer to return, any IGT-owned Equipment or Software, at Customer's expense, to a place designated by IGT; or (iii) take possession of any IGT-owned Equipment without demand or notice. Customer waives its right to any damages, costs and expenses occasioned by such actions. IGT is entitled to recover attorneys' fees and expenses incurred in connection with enforcing its rights under this Section.
- 7.3 If Customer cancels a Transaction Document prior to delivery of Equipment, Software or Services, for reasons other than a material breach of the Agreement by IGT, Customer will pay IGT for completed work allocated to Customer's order as of the date of cancellation at the unit selling price, along with (a) any direct and indirect costs incurred for work in progress and (b) costs resulting from the

cancellation. Sales of delivered Equipment are final and IGT will not accept returns.

### 8. <u>Dispute Resolution</u>.

- 8.1 The parties agree that binding arbitration shall be the exclusive remedy for all disputes, controversies and claims arising out of this Customer Agreement. The parties intend that such arbitration shall provide final and binding resolution of any dispute, controversy or claim, and that action in any other forum shall be brought only if necessary to compel arbitration, or to enforce an arbitration award or order. Each party agrees that it will negotiate in good faith to try to reach an amicable resolution of any dispute arising from this Customer Agreement. If Customer and IGT are unable to negotiate an amicable resolution of a dispute within 14 days from the date of notice of the dispute, or such other period as the parties mutually agree in writing, either party may refer the matter to arbitration as provided herein.
- 8.2 Arbitration shall be initiated by written notice by one party to the other at the address shown on the signature page, and the Commercial Arbitration Rules of the American Arbitration Association and the Federal Arbitration Act (Title 9 of the United States Code) shall thereafter apply.
- 8.3 The arbitrators shall have the power to grant equitable and injunctive relief and specific performance as provided in this Customer Agreement. The arbitrator shall be selected pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Except with respect to claims for breach of the obligations of confidentiality or misappropriation of intellectual property, the arbitrators shall not have the power to award indirect, special, consequential, or punitive damages; or any other damages not authorized under this Customer Agreement.
- 8.4 Unless the parties agree upon the appointment of a single arbitrator, a panel of arbitrators consisting of three members shall be appointed. One member shall be appointed by Customer and one member shall be appointed by IGT within ten working days' time following the giving of notice submitting a dispute to arbitration. The third member shall be selected by agreement of the other two members. In the event the two members cannot agree upon the third arbitrator within 15 working

- days' time, then the third arbitrator shall be chosen by the American Arbitration Association. Alternatively, the parties may, prior to any dispute, agree in advance upon a panel of arbitrators or a single arbitrator to which any dispute that may arise shall be submitted for resolution pursuant to this Section. In determining any matter the arbitrators shall apply the terms of this Customer Agreement, without adding to, modifying or changing the terms in any respect, and shall apply federal and Washington state law. Unless otherwise agreed by the Parties, all arbitration hearings shall be held at a place designated by the arbitrators in Mason County, State of Washington. If either party brings any legal action or other proceeding for breach of the Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and expenses.
- Customer expressly and irrevocably waives 8.5 its immunity from suit as provided for and limited by this Section. This waiver is limited to the Customer's consent to all arbitration proceedings, and actions to compel arbitration and to enforce any awards or orders issuing from such arbitration proceedings which are sought solely in United States District Court for the Western District of Washington and any federal court having appellate jurisdiction over said court. If the United States District Court for the Western District of Washington declines to accept jurisdiction for whatever reason, Customer provides a further limited waiver and expressly consents to the jurisdiction of the Washington state courts only for the purpose of actions to compel arbitration and to enforce any awards or orders issuing from such arbitration proceedings. Customer hereby expressly and irrevocably waives any application of the exhaustion of tribal remedies or abstention doctrine and any other law, rule, regulation or interpretation that might otherwise require, as a matter of law or comity, that resolution of such suit or legal process be heard first in a tribal court of Customer. This limited waiver is specifically limited to the following actions and judicial remedies: (a) the enforcement of an arbitrator's award of money damages as limited by this paragraph; and (b) an action to compel or enforce arbitration or arbitration awards or orders. Damages awarded against Customer shall be satisfied solely from the net unrestricted revenues of Customer derived from or used in connection with its gaming operations. In no event shall damages be awarded against Customer in excess of the unpaid balance of the fees due under an Attachment or Transaction Documents entered pursuant to this Agreement

(including without limitation fees for hardware, software, training and service), plus interest, plus reasonable attorneys' fees, if applicable, except with respect to claims for willful breach of the obligations of confidentiality and misappropriation of intellectual property.

#### 9. General.

- 9.1 The Agreement constitutes the entire agreement between the parties and supersedes prior agreements, representations and understandings. All existing Equipment, Software and Services currently placed with or provided to Customer will be subject to this Agreement upon the Effective Date. No modification of the Agreement will be effective unless it is in writing and signed by the parties.
- 9.2 Customer accepts Attachments Transaction Documents by signing or by ordering, using or making payment for the Equipment, Software or Service. If there is a conflict between the terms of this IGT Customer Agreement, an Attachment or a Transaction Document, then the terms of the Transaction Document shall prevail over the terms of this IGT Customer Agreement and the Attachment and the terms of the Attachment shall prevail over the terms of this IGT Customer Agreement; provided that IGT acknowledges and agrees that Customer lacks authority to grant or expand any waiver of sovereign immunity and such authority is reserved exclusively to the Squaxin Island Tribal Council.
- 9.3 No delay or default in the performance of any obligation by either party shall constitute a breach of the Agreement to the extent caused by an event that is beyond the reasonable control of that party (e.g., acts of God, riots, war, acts of terrorism, fire or natural disaster).
- 9.4 If any provision of the Agreement is found or held to be invalid or unenforceable, the meaning of that provision will be construed, to the extent feasible, to render the provision enforceable in that jurisdiction and if no feasible interpretation will save such provision, it will be severed from the remainder of the Agreement.
- 9.5 Neither party may assign the Agreement, in whole or in part, without the prior consent of the other party; except that IGT may assign the Agreement in

- whole or in part to an affiliate or as part of the sale of a business unit or product line and IGT may assign the rights to amounts payable by Customer under the Agreement.
- 9.6 No failure or delay of either party to exercise or enforce any right or remedy will act as a waiver or such right or remedy.
- 9.7 Other than for IGT's ability to collect outstanding payments, neither party shall be entitled to bring a legal action arising out of or related to the Agreement more than one year after the cause of action arose.
- 9.8 Any notice or consent required or permitted to be given shall be in writing and will be served upon the other by: (i) internationally recognized overnight delivery service (e.g., FedEx, UPS or DHL Express) at the address shown on the signature page and shall be considered delivered three days after deposit with the delivery service; or (ii) by electronic mail, to the email address shown on the signature page and shall be considered delivered one day after transmission.
- 9.9 Any terms of the Agreement that by their nature extend beyond the termination of the Agreement remain in effect until fulfilled. The Agreement shall apply to successors and assigns. Termination of the Agreement does not terminate any Transaction Document and terms of the Agreement and Attachments related to such Transaction Documents remain in effect until fulfilled or otherwise terminated in accordance with their terms. IGT may terminate Customer's license to use Software if Customer fails to comply with the Agreement. Customer will promptly destroy all copies of the Software after either party has terminated the license.
- 9.10 This IGT Customer Agreement and Transaction Documents (to the extent signatures are required under a Transaction Document), may be executed in one or more counterparts either by pen or electronic signature, each of which shall be deemed an original, but all of which together shall respectively constitute one and the same instrument. Copies (e.g., scans, photocopies and pdfs) of an original signed document have the same effect as the original. A person who is not a party to the Agreement has no rights to enforce its terms.

- 9.11 Customer represents and warrants that it is not prohibited by any prior agreement with any third party from entering into the Agreement and/or fully performing its obligations under the Agreement and it has not entered into any agreement with any third party the terms of which contradict or violate the terms of the Agreement.
- 9.12 The parties have duly executed this IGT Customer Agreement as of the date last written below. If Customer signs below but fails to date the signature, the date that IGT receives Customer's signature will be deemed to be the date that Customer signed this IGT Customer Agreement.

LITTLE	CREEK	CASINO	RESORT
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**IGT** 

By:	Ву:
Print Name:	Print Name: Ramon Nunez
Title:	Title: Chief Executive Officer
Date:	Date:
Address:	Address: 6355 South Buffalo Drive Las Vegas, NV 89113
Email:	Email: legal.contracts@igt.com

# IGT Customer Agreement Attachment for Purchased Equipment

This Attachment for Purchased Equipment (this "Attachment") is part of the IGT Customer Agreement between IGT and the Little Creek Casino Resort, a wholly-owned enterprise of the Squaxin Island Tribe (the "Customer") (the "Customer Agreement") and is governed by the terms thereof. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Customer Agreement.

- 1. Scope. This Attachment contains terms and conditions that govern purchases of Equipment by the Customer from IGT pursuant to a Transaction Document (the "Purchased Equipment"). Any IGT Software embedded in or included with the Purchased Equipment is governed by the License granted to the Customer in the Customer Agreement.
- **2. Purchase.** The Customer agrees to purchase the Purchased Equipment for the price set forth in the applicable Transaction Document.
- **3. Term.** The term of this Attachment shall be the same as the term of the Customer Agreement unless earlier terminated.
- 4. Trade-In Machines. The Customer shall deliver each gaming machine accepted by IGT as a trade-in machine free and clear of any liens or encumbrances, in good working order and in aesthetically good condition. Title and risk of loss to each such gaming machine shall transfer from the Customer to IGT upon delivery and acceptance. If

- agreed to by IGT in writing, the Customer may provide proof of destruction of each such gaming machine reasonably acceptable to IGT in lieu of deliver each such gaming machine.
- 5. Maintenance. It is the sole responsibility of the Customer to inspect and maintain the Purchased Equipment. Failure to regularly inspect and maintain the Purchased Equipment could result in serious personal injury. The Customer will defend, indemnify and hold IGT harmless against claims, damages and expenses that arise from its failure to inspect and maintain the Purchased Equipment.
- 6. Recycled Materials. In conjunction with IGT's efforts to use materials that can be recycled, some of the component parts contained in the Equipment may have been previously used, refurbished and returned to the same condition as if newly manufactured prior to installation. All such component parts are covered by the same IGT limited warranty.

## IGT Customer Agreement Attachment for Leased Equipment

This Attachment for Leased Equipment (this "Attachment") is part of the IGT Customer Agreement between IGT and the Little Creek Casino Resort, a wholly-owned enterprise of the Squaxin Island Tribe (the "Customer") (the "Customer Agreement") and is governed by the terms thereof. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Customer Agreement.

- 1. Scope. This Attachment contains terms and conditions that govern leases of Equipment by IGT to the Customer pursuant to a Transaction Document (the "Leased Equipment"). Any IGT Software embedded in or included with the Leased Equipment is governed by the License granted to the Customer in the Customer Agreement.
- 2. Term. The term of this Attachment shall be the same as the term of the Customer Agreement unless earlier terminated. The term of any lease hereunder shall commence upon the installation of the applicable Leased Equipment and shall continue for the period specified in the applicable Transaction Document and thereafter shall renew monthly until terminated by either party upon 30 days' prior written notice and the Leased Equipment are returned to IGT as described below (the "Lease Term").
- **3.** Lease. The Customer hereby agrees to lease the Leased Equipment for the Lease Term and pay IGT the fees due for each Leased Equipment as set forth in the applicable Transaction Document.
- 4. Payment. The Customer will: (a) calculate and report the payments due for the Leased Equipment on a pro forma invoice provided by IGT; and (b) provide any reasonably requested information to substantiate the payment calculation. Failure to make payments on a timely basis shall be deemed a breach of the Customer Agreement. Except for services IGT expressly agrees to provide with respect to the Leased Equipment in this Attachment or a Transaction Document, all services will be billed to Customer at IGT's standard rates.
- 5. Installation; Repair. IGT will deliver and install the Leased Equipment at the location set forth in the applicable Transaction Document (the "Location"). Except for the Customer's maintenance obligations described below, IGT will promptly provide replacement parts and repair the Leased Equipment.

- 6. Inspection. The Customer shall allow IGT to inspect the Leased Equipment at the Location, including making available a key holder, during reasonable hours in order to confirm the Customer's compliance with its obligations under the Customer Agreement and shall correct any deficiencies promptly upon notice from IGT. Leased Equipment may not be moved outside of the Location without the prior written consent of IGT.
- **Maintenance.** The Customer is responsible for maintaining the Leased Equipment in good operating condition and appearance (ordinary wear and tear excepted). The Customer shall promptly provide routine operator maintenance, such as clearing coin jams, interior and exterior cleaning, replacement of fuses, light bulbs and locks, and replacement, adjustment and cleaning of standard, non-electronic coin acceptors. The Customer shall provide, at the Customer's expense, suitable power, lighting, temperature control, and other requirements for the proper operation of the Leased Equipment. Damage to the Leased Equipment or interruption to game play as a result of the Customer's failure to supply these basic operational necessities shall be the sole responsibility of the Customer.
- 8. Title; Encumbrances. IGT will retain title to the Leased Equipment at all times. During the Lease Term, the Leased Equipment shall be and shall remain movable personal property and the Customer agrees to take all action necessary or reasonably requested by IGT to ensure that the Leased Equipment retain such status. Customer shall keep the Leased Equipment free and clear of liens, security interests, attachments, seizures and encumbrances of any kind (except those arising solely through the acts of IGT), and will immediately notify IGT if any such lien, security interest, attachment, seizure or encumbrance is claimed or arises.
- 9. Assumption of Risk. The Customer assumes all risk of loss or damage to the Leased Equipment during the Lease Term. If the Leased Equipment are lost, stolen, destroyed, damaged beyond repair or in

the event of any condemnation, confiscation, seizure or expropriation of such Leased Equipment, the Customer shall promptly notify IGT of the same, and pay to IGT the fair market value of the Leased Equipment.

- 10. Insurance. The Customer shall obtain and maintain at its own expense during the Lease Term such public liability and property damage insurance as is customarily maintained by prudent operators of similar businesses and name IGT as Additional Insured. The Customer will also maintain property insurance on the equipment naming IGT as loss payee. The Customer shall deliver certificate(s) of such insurance to IGT addressed to: IGT Center, 10 Memorial Boulevard, Providence RI 02903-1160, Attn: Corporate Risk Management, and shall require that the carrier(s) of all such insurance give IGT not less than 60 days' prior written notice of any change to or cancellation of the related policies.
- 11. Return of Leased Equipment. Following the minimum term, if applicable, Leased Equipment may be removed by either party upon 30 days' prior

notice to the other party. Absent the Customer's exercise of a buyout option, if any, upon expiration or termination of the Customer Agreement or termination or expiration of any Lease Term, the right and interest of the Customer in and to the Leased Equipment shall absolutely cease and the Customer shall return any Leased Equipment in accordance with IGT's instructions in the same condition as received by the Customer, normal wear and tear excepted. IGT may at its option have the Leased Equipment repaired and charge the costs of such repair to the Customer and the Customer will pay to IGT, in addition to any other sums due and payable hereunder, such costs. All remedies of IGT are cumulative, are in addition to any remedies provided for by law, and may, to the extent permitted by law, be exercised concurrently or separately.

**12. Definitions.** The following term may be referenced in a Transaction Document:

"Flat Fee" is a fee charged to the Customer per Leased Equipment, per day, payable monthly for the use of the Leased Equipment.

#### IGT Customer Agreement Attachment for Software

This Attachment for Software (this "Attachment") is part of the IGT Customer Agreement between IGT and the Little Creek Casino Resort, a wholly-owned enterprise of the Squaxin Island Tribe (the "Customer") (the "Customer Agreement") and is governed by the terms thereof. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Customer Agreement.

- 1. Scope. This Attachment contains terms and conditions for the License of all systems Software provided by IGT to be used at the location set forth in the applicable Transaction Document (the "Location").
- 2. IGT Customer Portal. Customer shall be responsible for ensuring compliance with additional terms, as applicable, with respect to technical such as wiring specifications instructions, recommended configuration, service requirements, remote access requirements, and product-specific technical terms which are available http://support.igt.com/document-library.aspx (the "Customer Portal") and are made a part hereof.
- 3. License. Software is licensed to Customer pursuant to the License granted to Customer in the Customer Agreement, this Attachment, and the applicable Transaction Documents. The License includes one or more of the following types of licenses with the respective entitlements and limitations:
- 3.1. "Connection License" is a License limited to a single gaming device to access the Software at a specific Location for a one-time fee. The Transaction Document shall specify the number of Connection Licenses.
- 3.2. "**Site License**" is a License which is based upon a one-time fee per Location for access to the functionality of the applicable Software.
- 3.3. "Subscription License" is a License limited to a single gaming device to access the Software at a specific Location for a recurring monthly fee. Subscription License fees are payable in advance on a monthly basis. The Transaction Document shall specify the number of Subscription Licenses. At the end of the initial License Term and each year thereafter on the anniversary of the Live Date for the Software, the License fees shall be adjusted to the then current list price.

#### 4. Term and Termination.

- Term. The term of the License granted to 4.1. Customer for the applicable Software (the "License **Term**") shall commence on the date on which the Software is first used in a "live" environment at the applicable Location (the "Live Date"). The License Term for Site Licenses and Connection Licenses means the period of time during which Customer operates the applicable Software unless earlier terminated in accordance with the provisions herein. The License Term for Subscription Licenses means the term identified in the applicable Transaction Document or if no period is stated, for a period of one year. Upon the expiration of a License Term of a Subscription License, such License Term shall automatically renew on a monthly basis unless otherwise agreed to in writing. Customer shall cease all use of the Software upon termination or expiration of the License.
- 4.2. **Termination.** Following the initial Maintenance Term (as defined below), the License Term and the Maintenance Services (as defined below) may be terminated by the Customer upon 30 days prior written notice. Notwithstanding the foregoing, and only if the License Term has not been terminated, Maintenance Services may be reinstated following any such termination upon written request of Customer. Reinstatement fees shall apply.

#### 5. Maintenance Services.

- 5.1. **Services Provided**. If Customer has purchased or subscribed to the optional maintenance services for the Software at a particular Location by paying all required maintenance fees, IGT shall perform the following services ("**Maintenance Services**"):
- 5.1.1. **Defects.** Repair Software code defects that prevent the Software from functioning as designed or as defined in its written specifications in accordance with the Standard Service Level Objectives and Prioritization document ("SLO")

located in the Customer Portal. Resolutions of defects and/or problems caused by operator error, environmental conditions, or failure of hardware or software not supplied by IGT are subject to additional charges at the then prevailing rate for time and materials plus reimbursement for out of pocket expenses. If repairs are required IGT will use commercially reasonable efforts to obtain any required regulatory approval in an expedited manner.

- 5.1.2. Updates. Provide Updates (as defined herein) for the Software; provided, only if (i) Customer has contracted with IGT to provide maintenance for both the Software component as well as any base Software necessary for operation of such component; and (ii) Customer is current with all sums due IGT. Customer acknowledges that maintaining Software after implementation of Updates may require computer hardware equipment or operating system upgrades, and that Customer is responsible for these costs. An "Update" shall consist of minor enhancements, hot fixes and service packs. Updates for the Software will consist of one copy of the Software and applicable documentation. Labor, travel or other expenses to install Updates will be charged at current rates.
- 5.1.3. **Training**. Train Customer's personnel in the initial use of any Update at the time the Update is installed. Such training will be in the form of documentation, instruction manuals or bulletins, telephone instruction, or on-site training, as deemed appropriate by IGT. Customer is responsible for the costs to keep its representatives trained and qualified. IGT will offer training at the then prevailing rates.
- 5.1.4. **Support**. Provide support for the Software in accordance with the SLO. Access to IGT's support desk will be available on a 24 hours per day, 365 days per year basis. IGT will also provide licenses to Customer to access IGT's internet-based user support knowledgebase.
- 5.1.5. **On-Site Assistance**. When appropriate, provide on-site assistance with malfunctions unless caused by operator error, environmental conditions, or hardware or software not supplied by IGT. Customer is responsible for the reimbursement of IGT's reasonable expenses, which may include per diem charges, for on-site assistance.

- 5.2. Conditions on Service. Provision of Maintenance Services is contingent upon proper use of the Software. IGT may suspend or terminate its provision of Maintenance Services upon 30 days prior written notice if: (i) Customer has failed or declined to install or perform corrections supplied by IGT for errors or defects; (ii) there is an actual or attempted alteration, revision, or other tampering with the Software, Software locks, or databases, including changes to table structures, indices, stored procedures, or any other unauthorized data import; (iii) Customer's use of incompatible or non-approved equipment causes errors or defects in the Software; (iv) Customer's hardware, cabling, gaming devices, electrical system, or other Customer equipment causes errors or defects; (v) Customer fails to provide IGT with unrestricted access to all equipment locations, subject to Customer's security policies and any applicable regulatory restrictions governing such access; or (vi) Customer elects not to implement remote access (if approved in the jurisdiction for the Software version).
- Exclusions. Maintenance Services do not 5.3. day-to-day operational include: system maintenance such as database maintenance (e.g., defragmentation), system health checks or system monitoring; (ii) integration services interoperability testing; or (iii) any Software Upgrade. An "Upgrade" means any new build of the Software, the intent of which is to introduce substantial enhancements and/or the inclusion of substantial new features or the addition of new modules that are made available generally. If IGT makes available an Upgrade, the Upgrade and any labor, travel or other expenses will be charged at current rates.

#### 6. Fees.

- 6.1. **License Fees.** Customer shall pay the License fees and travel expenses set forth in the applicable Transaction Documents.
- 6.2. **Maintenance Fees.** Fees for Maintenance Services for Software and third party software shall be payable in advance in periodic installments commencing on the Live Date or, if a warranty applies, the day following the expiration of the warranty period for the applicable Software. The initial Maintenance Services term shall be for one year (the "**Maintenance Term**") and thereafter shall automatically be extended on a monthly basis until

terminated or the end of the License Term, whichever occurs earlier. Customer is required to pay applicable fees for Maintenance Services for any third party software and must be paid for so long as Customer uses such third party software. Unless otherwise specified in the Transaction Document, fees for Maintenance Services are included in the Subscription License fees. Beginning on the expiration of the first Maintenance Term and annually thereafter, the Maintenance Services fee may be adjusted by a percentage amount equal to the percentage change upwards, if any, in the consumer price index supplied by U.S. Department of Labor – Bureau of Labor Statistics and referred to as U.S. All Items, 1982-84=100 ("CPI").

- 6.3. Change in Number of Software Licenses. In the event Customer adds or removes a Software module or gaming device requiring Software Licenses for a Location, the Maintenance Services fee and Subscription License fees, if applicable, will be adjusted to reflect the applicable number of Licenses. Maintenance Services fees will be decreased effective upon IGT's receipt of written notice of such removal.
- 6.4. **Deposit.** In the event the total amount due from Customer for any single transaction (the "**Transaction Amount**") exceeds \$500,000.00, Customer shall make a deposit to IGT equal to 25% of the Transaction Amount. The Deposit shall be made to IGT within 15 days of execution of a Transaction Document. The remaining balance shall be due as set forth in Section 2 of the Customer Agreement.
- Audit. During the License Term and for two years thereafter, Customer shall keep full and accurate books of account and copies of all documents and other material relating to this and the applicable Attachment Transaction Documents ("Records") for the purpose of verifying whether Customer has any unlicensed uses of the Software. IGT or its designated representatives shall have the right upon 30 days prior written notice to audit such Records and have access thereto during ordinary business hours; shall be entitled to make copies of such Records; and shall be permitted to make physical inspection of the system. In the event that a review of the Records or physical inspection of the system and Software reveals that the Location has unlicensed uses of Software, IGT shall be entitled to immediately invoice Customer and Customer shall pay the fees for the additional uses. In addition, if any

audit or inspection reveals that Customer has failed to properly pay fees owing to IGT in excess of 5% of the fees actually paid to IGT, Customer shall reimburse IGT for all reasonable expenses incurred in conducting such audit or inspection. In addition to the above, if the amount of unpaid fees equals 10% or greater of the fees actually paid to IGT, IGT may charge a penalty equal to the lower of (i) 1.5% per month; and (ii) the maximum legal rate in the jurisdiction where a claim is being asserted.

### 8. Database Dictionary.

- 8.1. Customer may, during the License Term, request a copy of IGT's confidential and proprietary data dictionaries and data base schema related to the applicable Software ("Database Dictionary"). Customer's written request shall include the contact name of the individual who is to receive the Database Dictionary at Customer's Location. Customer acknowledges and agrees that the Database Dictionary constitutes Confidential Information of IGT and is subject to the confidentiality provisions set forth in the Customer Agreement. Customer shall only use the Database Dictionary for use of the Software consistent with the Customer Agreement and this Attachment for Software. Access shall be limited to those employees of Customers who have a need to know and are subject to confidentiality provisions consistent with the Customer Agreement.
- 8.2. **Interaction with System.** Customer is solely responsible for ensuring that any use of the Database Dictionary hereunder shall not adversely impact the functionality of the Software. The repair of any damage or defect to the Software caused by Customer's use of the Database Dictionary hereunder shall be specifically excluded from Maintenance Services; and Customer acknowledges and agrees that any such repairs may be subject to additional charges at the then prevailing rate for time and materials plus reimbursement for out-of-pocket expenses, which may include per diem charges. The cost of investigating the source of such damage or defect shall be borne by Customer. Customer acknowledges that the Software versions periodically change through the issuance of Updates and Upgrades which may result in a modification of the Database Dictionary. Customer shall be solely responsible for requesting an update of the Database Dictionary. Customer is advised that a failure to request and review an updated Database Dictionary may result in an adverse effect to their use of the Database

Dictionary and/or the Software. Customer shall be solely responsible for the interoperability of any products or applications developed hereunder and updating any such products or application appropriately when Software Updates or modifications are issued.

8.3. Restrictions on Use. The Database Dictionary shall not be used to create scripts, stored procedures, or any other programs that directly access or alter data in the live, production database. Access to Customer data shall be limited to accessing data stored in a replicated database. Customer acknowledges that any changes to a live, production database may require submission and approval by the responsible gaming regulatory agencies; this includes, any changes to database structure or stored procedures of the data itself outside of what data can be changed using an IGT approved Software application. Regulatory submissions related to any such changes are the sole responsibility of the Customer.

## 9. Customer Acknowledgements.

- 9.1. Customer acknowledges that some versions of the Software, including modified versions, may require regulatory approval prior to installation.
- 9.2. IGT tests and supports component specific hardware and software infrastructure configurations for each install, as detailed in the recommended configuration located in the Customer Portal. Customer acknowledges its responsibility for the infrastructure configuration and other requirements for the installation of the Software as set forth in the specifications attached to a Transaction Document. Customer shall, at its sole expense, provide and maintain all systems and network infrastructure, including any third party software, necessary for the Software to operate in both production and non-production environments.
- 9.3. Customer acknowledges that the operational review done by IGT is only an estimate of Customer's hardware and Software requirements. The estimate is subject to modifications and price adjustments. Customer acknowledges that prior business practices may need to be modified in order to conform to the operation of the Software.

## IGT Customer Agreement Attachment for Central Determination Server (CDS) System

This Attachment for Central Determination Server System (this "Attachment") is part of the IGT Customer Agreement between IGT and the Little Creek Casino Resort, a wholly-owned enterprise of the Squaxin Island Tribe (the "Customer") (the "Customer Agreement") and is governed by the terms thereof. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement.

- 1. Scope. IGT has developed a central determination server system ("CDS System"), including player terminals ("Machines"). IGT desires to lease the central determination server system ("CDS Leased Equipment"), Customer desires to purchase the terminals ("CDS Purchased Equipment" and together with CDS Leased Equipment, "CDS Equipment") and Customer desires to provide floor space at Customer's authorized, regulated and secure gaming operation (the "Casino Location") under the terms and conditions of this Attachment.
- 2. CDS Equipment Order. IGT agrees to provide the CDS Leased Equipment as provided in a separate Transaction Document for placement and operation in the Casino Location. Customer agrees to accept, place and operate the CDS Leased Equipment and CDS Purchased Equipment in the Casino Location and pay to IGT the server access fee consideration referenced herein.

The CDS Leased Equipment includes software to enable game play for Machines connected to the CDS System, including: Pull-tab Game Outcome Generation, and Pull-tab Game Outcome Distribution. The CDS System functionality does not include: patron management, machine accounting, event monitoring, ticketing; bonusing, and/or any other specialty software.

3. Consideration for Wheel of Fortune® Game Themes. In consideration for IGT providing the CDS Leased Equipment and Customer's use thereof, commencing the day the CDS Leased Equipment is offered for public play, Customer shall pay IGT a fee of Sixty-Five Dollars (\$65.00) per unit per day for Wheel of Fortune game themes. The Server Access Fees for Wheel of Fortune game themes are included in the daily fee noted above.

4. Consideration for Premium Machines. In consideration for IGT providing the CDS Leased Equipment and Customer's use thereof, commencing the day the CDS Leased Equipment is offered for public play, Customer shall pay IGT a daily fee per unit as noted for the following Premium Machines:

G23	\$25.00 per unit per day
Crystal Ultra	\$40.00 per unit per day
Crystal Core	\$35.00 per unit per day
Crystal Curve	\$45.00 per unit per day
Axxis 3D	\$45.00 per unit per day

The Server Access Fees for Premium Machines are included in the daily fees noted above.

- 5. Server Access Fee for Non-Premium Machines. In consideration for IGT providing the CDS Leased Equipment and Customer's use thereof, commencing the day the CDS Leased Equipment is offered for public play, Customer shall pay IGT a Server Access Fee of Five Dollars (\$5.00) per unit per day for Non-Premium Machines.
- 6. Invoicing and Payment. Meter data necessary for IGT to invoice Customer under sections 3 through 5 will be transmitted nightly through an FTP file transfer process to IGT. The file will be transmitted automatically via a unidirectional outgoing FTP session through an IGT-provided firewall over an encrypted VPN. The firewall cannot be accessed or configured outside of Customer's Casino Location. IGT shall invoice Customer on a monthly basis. Payments due hereunder shall be considered past due if not received within ten (10) days of each invoice.

**IGT** Resolution

Final Audit Report 2021-08-13

Created: 2021-08-13

By: Melissa Puhn (mpuhn@squaxin.us)

Status: Signed

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Agreement completed.
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