



SQUAXIN ISLAND TRIBE

RESOLUTION NO. 21-51

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 Master Equipment Purchase Agreement with Everi Payments Inc. (“Everi”) 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 Everi 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 Exhibit F 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 10:59 PDT)

Kris Peters, Chairman

Charlene Krise

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

Charlene Krise, Vice Chairman

Attested by:

Patrick Braese

Patrick Braese (Aug 13, 2021 11:00 PDT)

Patrick Braese, Secretary



MASTER EQUIPMENT PURCHASE AGREEMENT

THIS MASTER EQUIPMENT PURCHASE AGREEMENT (this "Agreement"), dated as of the last signature date as set forth below ("Effective Date"), is by and between Everi Payments Inc., a Delaware corporation with its principal address located at 7250 S. Tenaya Way, Suite 100, Las Vegas, NV 89113 ("Seller"), and the entity listed below, by and for itself, and on behalf of its subsidiaries and affiliates identified as the Premises (as defined below) on any Order (as defined in Exhibit A) which references this Agreement (the below listed entity and each Premises are collectively, and individually, the "Buyer"):

BUYER NAME Little Creek Casino Resort, an entity wholly owned by the Squaxin Island Tribe
BUYER ADDRESS 91 W. State Route 108, Shelton, WA 98584
BUYER JURISDICTION OF ORGANIZATION Squaxin Island Tribe

- A. Seller is a manufacturer of equipment used at gaming establishments for cash withdrawals, ticket redemption, and currency exchange (the "Equipment"); and
B. Buyer owns, operates or manages one or more casinos or other licensed gaming, wagering, racetrack, or related establishments (collectively, the location above and each subsidiary or affiliate of Buyer that owns, operates, or manages the locations identified on any Order (as defined on Exhibit A) and/or, if attached, as set forth on Exhibit E is a "Premises"); and
C. Buyer and Seller desire to establish via this Agreement, the terms and conditions that shall apply to future transactions between Buyer and Seller with respect to Equipment purchase and sale, Seller's provision of one or more Equipment related services to Buyer, and the licensing of certain Equipment related software.

NOW, THEREFORE, for the mutual consideration set forth herein, Buyer and Seller agree as follows:

- 1. PURCHASE AND SALE OF EQUIPMENT. Buyer and Seller agree that the terms and conditions of this Agreement shall govern and control transactions between the parties for the purchase and sale of Equipment, and the provision of other Deliverables (as defined in Exhibit A). The terms and conditions specific to each such transaction shall be set forth in reasonable detail (product specifications, quantity, unit price, etc.) in an Order (as defined in Exhibit A) that references and is issued pursuant to this Agreement, and that is mutually accepted by each party thereto as evidenced by its signature thereupon. This Agreement by itself does not obligate either party to sell, purchase or provide any Equipment or other deliverables, or to enter into any Order.
2. PURCHASE PRICE. The purchase price for the Equipment, and all fees and other charges for the Deliverables shall be as set forth on the applicable Order.
3. EFFECTIVE DATE. Upon mutual execution by Buyer and Seller, this Agreement shall be effective as of the Effective Date set forth above. Each party may terminate this Agreement for convenience upon sixty (60) calendar days written notification to the other party. Notwithstanding any termination of this Agreement, the terms and conditions hereof shall continue to govern any mutually executed Order between the parties, entered into pursuant to this Agreement.
4. ADDITIONAL TERMS AND CONDITIONS. The above recitals, and the terms and conditions contained on all Exhibits hereto are incorporated herein and deemed a part hereof by reference (collectively, the "Terms and Conditions"). The Exhibits which are part of this Agreement as of the Effective Date are:

- Exhibit A: General Terms and Conditions
Exhibit B: Kiosk Services
Exhibit C: Software License and Support
Exhibit D: Equipment Financing
Exhibit E: [Reserved]
Exhibit F: Tribal Rider

- 5. NOTICES. Notice shall be provided to each party at its address set forth below:

To SELLER: Everi Payments, Inc.
7250 South Tenaya Way, Suite 100
Las Vegas, NV 89113 USA
President & CEO
General Counsel & EVP
(702) 855-3081 (fax)
To BUYER: Little Creek Casino Resort
ATTN: CEO
91 W. State Route 108
Shelton, WA 98584

- 6. COUNTERPARTS. This Agreement and any Order may be executed in any number of counterparts, and by facsimile or electronic signature, each of which when executed and delivered shall be an original, but all the counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Buyer, on behalf of itself and the Premises, and Seller have executed this Agreement as of the dates set forth below.

EVERI PAYMENTS INC.

BUYER

BY:
NAME:
TITLE:
DATE:

BY:
NAME:
TITLE:
DATE:

EXHIBIT A
GENERAL TERMS AND CONDITIONS

1. **GENERAL TERMS.**

- (a) Each transaction between Seller and Buyer for Buyer's acquisition of any Equipment, and/or license to software, components, parts, services or other deliverables offered or made available by Seller to Buyer which are the subject of this Agreement (any one or more, the "**Deliverables**") shall be a separate agreement between Seller and the Buyer set forth on the face of the applicable ordering document which incorporates the terms and conditions of Seller's quote, order, or invoice for such Equipment and/or Deliverables (individually, or collectively, an "**Offer**") and the Terms and Conditions hereof (each, an "**Order**").
- (b) Buyer's acceptance shall be limited to the terms and conditions of Seller's Offer together with the Terms and Conditions of this Agreement, and Seller expressly rejects any additional or conflicting terms or conditions contained in Buyer's acceptance, regardless of manner or form, and whether boilerplate or otherwise.
- (c) Notwithstanding the foregoing, Buyer may from time to time purchase Equipment or Deliverables from Seller by issuing a Buyer purchase order; provided that regardless of any terms or conditions contained in any such Buyer purchase order, Seller's acceptance of any such purchase order shall be limited solely to acceptance of the price, quantity, specifications for Equipment and/or Deliverables, and the Premises set forth thereupon, and such purchase order shall incorporate and be subject to all Terms and Conditions of this Agreement as if set forth therein. Except as set forth above, Seller expressly rejects any additional or conflicting terms or conditions contained in Buyer's purchase order.
- (d) Buyer agrees that any Orders for which Seller extends credit or financing shall be subject to Seller's retention of a continuing security interest in the Equipment, pursuant to the equipment financing terms attached hereto as Exhibit D (the "**Equipment Financing Terms**"), the terms of which shall be incorporated in full as a part of each such Order.

- 2. **FEES, PAYMENTS AND TAXES.** The payment terms applicable to each Order are as set forth in such Order, and all amounts set forth in any Order or invoice pursuant to this Agreement are in U.S. dollars. Except as expressly stated on an applicable Order, all prices are exclusive of, and Buyer shall be responsible for the payment of any applicable taxes, duties, and other charges relating to the Equipment and Deliverables (exclusive of federal and state taxes based on Seller's net income). Buyer shall be responsible for and charged for any increases in such taxes, if applicable, duties, or charges that arise after the Effective Date of any Order but prior to the delivery of the Equipment and/or Deliverables to Buyer, including but not limited to increases in import taxes, custom duties, ocean or inland freight charges, marine or war insurance premiums or governmental taxes of any kind.

- 3. **REIMBURSABLE EXPENSES.** In the event a Seller representative is required to visit the Premises to provide any technical support, including without limitation, any warranty service, service, support, installation and/or training, Buyer shall reimburse Seller its expenses incurred for reasonable travel, lodging and food (or a per diem for food, if stated in the applicable Order), (collectively, "**Reimbursable Expenses**"). At Buyer's option, Buyer may provide complimentary lodging and food credit in lieu of reimbursement for lodging and food expenses. Any and all mileage expenses will be based upon the U.S. Internal Revenue Service mileage reimbursement rate for business. Except as otherwise expressly set forth in an Order for Kiosk Services (as defined in Section 12), the Reimbursable Expenses may also include a trip charge, at the rates set forth in such individual Order ("**Trip Charge**"). To the extent that a fixed Trip Charge applies, such Trip Charge will be in lieu of reimbursement for transportation related Reimbursable Expenses (e.g. airline, rental car, fuel and/or mileage), however reimbursement for other Reimbursable Expenses may still apply. Reimbursable Expenses which do not reasonably comply with Buyer's then current written reimbursable travel expense policy for the similar type of expense, may be subject to reduction by Seller, upon Buyer's written notice to Seller within thirty (30) calendar days of receiving the invoice for such Reimbursable Expense (i) only to the extent that such Reimbursable Expenses fail to comply with such policy, and (ii) provided that Buyer provided Seller a current copy of such policy reasonably prior to Seller incurring such Reimbursable Expenses.

- 4. **NONPAYMENT.** In the event that any amount due to Seller remains unpaid thirty (30) calendar days after the due date set forth on the applicable invoice or Order, and unless the outstanding payment is subject to a good faith dispute between the parties for which Buyer has already provided Seller written notice, Seller may treat Buyer's failure to comply with written demand for such payment as a repudiation, and may, at Seller's option, (i) stop production and/or defer shipment or delivery of any or all Equipment and/or Deliverables on such Order without liability; (ii) suspend its provision of the applicable service until such payment is received; (iii) set off such amounts from any commissions, revenue share, or other liability otherwise due to Buyer under any other agreement between the parties; or (iv) consider the Buyer to be in default as set forth in Section 16 below. Additionally, for any amounts greater than thirty (30) calendar days past due, Seller reserves the right to charge the lesser of (x) one and a half percent (1.5%) per month, or (y) the maximum rate permitted by law, and the costs of collections, including reasonable attorneys' fees incurred by Seller in connection therewith. The provisions of this Section shall survive the termination or earlier expiration of this Agreement and/or any Order.

- 5. **SHIPPING.** Subject to Seller's obligations pursuant to Section 8 and Section 12 hereof, Buyer shall be responsible for any and all freight and shipping costs except as expressly set forth in the Order for such Equipment and/or Deliverables. Except as otherwise specified in the applicable Order, risk of loss for the Equipment shall pass to Buyer upon delivery of the Equipment to Buyer.

- 6. **INSPECTION.** Upon delivery, Buyer shall inspect the Equipment for visible defects and conformance to Order specifications, and shall give written notice to Seller of any such defects or non-conformities within twenty (20) calendar days. Such notice shall be made by registered mail, and shall set forth the nature of the claim in reasonable detail. Buyer's failure to give such notice within the abovementioned timeframe shall constitute an acceptance by Buyer. Except as otherwise expressly set forth in an Order, Seller's partial shipment of an Order shall not constitute a breach of such Order, and Buyer shall make timely payment for any such partial shipment. Rejection of any installment shall not excuse Buyer's obligation with respect to any other installment.

EXHIBIT A
GENERAL TERMS AND CONDITIONS

7. **INSTALLATION AND TRAINING.** Buyer will be liable to Seller for on-site training and installation of any Equipment at Seller's prevailing rates for such services, or the rates set forth on the applicable Order, if specified, and which are based on either (i) a per technician, per day fee (excluding dedicated travel days), or (ii) an hourly per technician fee and, except for installation and on-site training to occur within the state of Nevada. Buyer shall be liable to Seller for any Reimbursable Expenses in connection therewith. Buyer agrees that Buyer's technicians and staff shall provide assistance to Seller as may be reasonably required by Seller for installation and training and/or the provision of other services. Prior to delivery, Buyer shall have the Premises in ready condition, with all cabling run and the area prepared for installation. In the event Seller must provide any cabling, connections or perform any other preparations because the Premises was not adequately prepared by Buyer, then the cost of such services, supplies, and any delays caused thereby, including daily or hourly rates, as applicable, for Seller's technicians, will be borne by Buyer. Notwithstanding the foregoing, subject to Section 11, if Premises is unprepared because Seller has delivered the Equipment and/or Deliverables prior to the agreed upon delivery date without Buyer or Premises' written agreement to such change, then Buyer shall not be liable for such additional costs, to the extent arising from the change in schedule.
8. **WARRANTY AND LIMITATION OF LIABILITY.** Seller agrees to provide Buyer a limited warranty which shall include any necessary labor and exchange of any required parts, including related freight and shipping costs incurred inside the United States for a period of ninety (90) calendar days commencing on the date of installation of the Equipment ("**Limited Warranty**"). Seller's liability for the Limited Warranty shall be limited to replacing or, at Seller's discretion, repairing the defective components or parts of the Equipment. Any action for breach of such Limited Warranty shall be commenced within one (1) year from the date of the delivery of the Equipment. Seller's liability for failure to provide conforming Equipment in accordance with the terms of an Order shall be limited to the difference between the purchase price and the fair market value of such Equipment as delivered, at the time such claim arose. Except for each party's respective indemnification obligations hereunder (including, without limitation, indemnification for intellectual property infringement as addressed in Section 23 below) and as otherwise set forth herein, each party's liability for any claim of any kind relating to this Agreement or any Order shall be limited to amount of the applicable Order giving rise to such claim, and each party expressly waives its right to any other measure of damage, regardless of whether a claim is based on contract, tort, strict liability, product liability or otherwise. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. NEITHER PARTY SHALL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND WHETHER BASED ON LOST REVENUE OR OTHERWISE.
9. **TECHNICAL TRAINING CLASS.** Seller offers a two-day training class at its Las Vegas, Nevada facility for an additional fee per participant, as set forth on an Order for such training.
10. **LEAD TIME.** The lead-time for any Order is subject to Seller's manufacturing and installation schedule as of the effective date of the applicable Order. Unless a particular Order sets forth a shipment date and expressly states that "time is of the essence", Seller makes no representation or warranty as to the anticipated delivery and/or installation date for any Equipment and/or Deliverables.
11. **BUYER REQUESTED DELAYS.** If at any time Buyer requests Seller to delay the delivery of any shipment or postpone the agreed upon installation date, and Seller agrees to such request, Seller may store the Equipment upon completion of manufacture and charge to Buyer all expenses thereby reasonably incurred, including, without limitation, any costs reasonably incurred by Seller with respect to such change in scheduling, plus reasonable storage charges whether Seller stores the Equipment in its own or in contracted facilities.
12. **MAINTENANCE SERVICES AND SOFTWARE.** If Buyer elects to obtain a service or maintenance plan for any eligible Equipment after the expiration of the Limited Warranty ("**Kiosk Services**"), Seller shall provide such Kiosk Services pursuant to the terms hereof and the additional terms applicable to Equipment service and/or maintenance set forth in Exhibit B to this Agreement ("**Terms of Kiosk Services**"), as applicable to the Kiosk Services plan selected by Buyer in the applicable Order, or as otherwise agreed between the parties. Buyer may require a license to use certain software with certain Equipment. Any software identified on an Order ("**Software**") shall be licensed and Seller shall provide software support services ("**Support Services**") in accordance with the terms hereof and the additional terms applicable to software license and support services set forth in Exhibit C to this Agreement (the "**Software License and Support Terms**").
13. **EMBEDDED SOFTWARE.** "**Embedded Software**" means the features and operability that Seller has embedded in the Equipment and updates and releases thereof. Subject to Buyer's payment of the applicable purchase price for the Equipment, and the limitations and restrictions set forth herein, Seller grants to Buyer a non-exclusive and non-transferable license, without right to sublicense, to use the Embedded Software in executable form only and solely as embedded in and for execution on the original Equipment in which it was embedded by Seller.
14. **OWNERSHIP OF INTELLECTUAL PROPERTY.** Except for a limited right to use certain intellectual property owned by Buyer if provided by Buyer to Seller for Seller's use in connection with this Agreement, Seller and Seller's licensors, respectively, shall retain on an exclusive basis all right, title and interest (including copyright) in and to any and all intellectual property (i) contained in or made a part of or used in conjunction with any and all Equipment and/or Software provided by Seller or used by Seller pursuant to this Agreement whether such software is embedded as part of the Equipment or separately licensed pursuant to an applicable Order, (ii) associated documentation, and (iii) copies of any of the foregoing (collectively "**Seller's Intellectual Property**"). Regardless of any words of purchase used in this Agreement or any Order, nothing in this Agreement or any Order constitutes a transfer or conveyance of any right, title, or interest in any of Seller's Intellectual Property or that of its licensors.

EXHIBIT A
GENERAL TERMS AND CONDITIONS

15. **EXCUSABLE DELAYS AND FAILURE.** Seller shall not be liable to Buyer for damages from Seller's delays or failures in furnishing the Equipment and/or Deliverables, if such delays or failures on the part of Seller are due to acts of God or of a public enemy, acts of any government or any state or political subdivision thereof, fires, floods, explosions or other natural catastrophes, epidemics and quarantine restrictions, strikes, slowdowns or labor disputes of any kind (not caused by the conduct of Seller), freight embargoes, delays in supplier's furnishing Seller with components or parts of the Equipment due to such causes, supplier's insolvency or bankruptcy, interruption of or delays in transportation, energy or material shortages or any other cause beyond the control of Seller. In such event, Seller shall give Buyer prompt written notice of the occurrence of the excusable delay, and shall use commercially reasonable efforts to minimize the consequences of such event. If such excusable delay continues for a period longer than three (3) months, then either party may, at its sole discretion, terminate any part of the affected Order which relates to Equipment or Software which has not yet been shipped or delivered to Buyer, without incurring any liability or responsibility to the other party other than the return of any outstanding deposit related to such Equipment or Software, provided, however, if Buyer terminates all or part of an affected Order, based on no fault of Seller, the refund to Buyer pursuant to this Section shall be reduced to the extent Seller relied on such Order.
16. **NOTICE OF BREACH; RIGHT TO CURE.** In the event of a breach of this Agreement or any Order by either party, the non-breaching party shall provide the breaching party with notice of the nature of the breach. Unless otherwise provided herein, the breaching party shall have thirty (30) calendar days from the date of receipt of such notice to cure such breach. If Buyer (i) fails to pay any or all amounts due to Seller in accordance with the terms of an Order and does not cure such failure as set forth above; (ii) is in material breach of any of the other terms and conditions of an Order; (iii) becomes insolvent or bankrupt, or if any proceeding is brought by Buyer under any bankruptcy or insolvency laws; or (iv) has a bankruptcy proceeding brought against it and remains unstayed after sixty (60) calendar days, Seller may, at its sole discretion, exercise one or more of the following remedies or any other remedy available to Seller at law or in equity (a) declare all obligations of Buyer immediately due and payable, (b) terminate any unshipped portion of the affected Order, (c) terminate the provision of any services for which Buyer has not yet paid; and/or (d) enforce any of its rights under the Equipment Financing Terms, without prejudice to any other right of Seller at the time of termination.
17. **CERTIFICATIONS AND APPROVALS.** Notwithstanding anything herein to the contrary, the parties agree that the provision and use of certain Equipment or Deliverables may be subject to test lab certifications, licensing, and/or regulatory approvals in Buyer's jurisdiction. Any and all Orders placed hereunder are contingent upon each party's receipt of all such certifications and approvals. In the event Seller is unable to obtain any required certification, license or regulatory approval, by the installation date, Buyer may request, or Seller may, at its option, provide alternate components, software and/or any other equipment that provides a similar functional alternative, at no additional cost to Buyer for the delivery or installation of such items, or for Buyer's use of such items until the time any relevant certifications and/or approvals have been obtained by the responsible party. Buyer agrees that Seller's delivery and installation of any such similar functional alternative is an acceptable accommodation, and shall not constitute a default, breach or delay by Seller under the applicable Order.
18. **REPRESENTATIONS AND WARRANTIES.** Each party represents, warrants, and covenants that at all times (a) it will comply with all applicable laws and regulations, including applicable laws relating to anti-money laundering, gambling or gambling-related activity and will not engage in any activity with any person located in a jurisdiction which prohibits such persons from engaging in such activity, (b) that it has all right, power and authority to grant to the other party the rights granted herein and to perform all of its obligations hereunder, and (c) that the execution, delivery and performance of its obligations hereunder do not conflict with and will not result in a breach or default by the other party of any of its obligations under any other contract, agreement or understanding. Further, Buyer represents, warrants, and covenants, that Buyer owns or controls each of the legal entities which control or manage the location where any of the Equipment is or will be located and that Buyer covenants to cause each of the legal entities controlling such location where any Equipment is located to comply with Buyer's obligations hereunder. Seller and its agents, representatives, employees, and contractors shall have the right to access any devices and equipment related to the services it provides to Buyer to perform maintenance and updates thereon and to enter the Premises to exercise its rights and perform its obligations, provided that Seller shall provide reasonable notice under the circumstances to Buyer and/or any applicable gaming regulatory authorities, and shall schedule such during times mutually agreeable by the parties where practicable. Buyer acknowledges and agrees in connection with the Equipment, software and telecommunications and network connectivity or otherwise, Buyer will not unreasonably withhold assistance to Seller to allow for its performance of its services to be compliant with all applicable laws, rules and regulations. Such Buyer assistance may include but is not limited to network segmentation and mitigating of system component and/or software vulnerabilities, as appropriate. Notwithstanding the foregoing, Buyer will be solely responsible to comply with and implement financial sector industry cybersecurity standards as it relates to Buyer's system and network ("**System Security Management**") which includes but is not limited to timely installation of applicable security patches, firewalls, and antivirus software. Seller shall not be responsible for the System Security Management of Buyer's system or network.
19. **REGULATORY COMPLIANCE.** The parties hereby acknowledge and agree that this Agreement and certain Orders may be contingent on obtaining certain licensing, approvals, and/or certifications, including but not limited to, approval by Seller's Gaming Regulatory Compliance Committee (collectively, "**Approvals**"), and if either party fails to obtain or maintain any such Approvals, then the other party, in its sole and absolute discretion, may terminate this Agreement and/or any affected Order, in whole or in affected part, without incurring further liability, and such termination, when made in good faith, shall not constitute a default, breach or unexcused delay of performance.
20. **PRIVILEGED LICENSES.** Each party and its affiliates may be subject to and exist because of privileged licenses issued by governmental authorities responsible for or involved in the regulation of gaming activities and/or any other regulatory authority having jurisdiction over the applicable party or its affiliates (each a "**Authority**" and collectively "**Authorities**").
- (a) **Information and Cooperation.** Upon a reasonable request by a party to this Agreement (the "**Requesting Party**"), the other party to this Agreement (the "**Requested Party**") shall, at its sole cost and expense, provide all requested information and

EXHIBIT A
GENERAL TERMS AND CONDITIONS

obtain any Approvals requested or required of the Requested Party by any Authority. If the Requested Party fails to satisfy any requirements of this subsection (a) or if an Authority directs the Requesting Party or any of its affiliates to cease business with the Requested Party, notwithstanding any other provision hereof, the Requesting Party shall have the right to terminate this Agreement and/or any affected Order upon written notice and without liability.

(b) **Problematic Associations or Activities.** If the Requesting Party shall in good faith determine, in its reasonable judgment, that the Requested Party, or any of its officers, directors, employees, agents, representatives, or material shareholder, or any lender or financial participant (i) has, is or is reasonably likely to engage in any activity or activities, or (ii) has, is or is reasonably likely to be involved in any relationship, either of which could or does jeopardize any privileged license of the Requesting Party or any of its affiliates' or if any such license is or is likely to be threatened, denied, curtailed, suspended or revoked as a result of (i) or (ii) above, then notwithstanding any other provision hereof, the Requesting Party shall have the right to terminate this Agreement and/or any Order and its relationship with the Requested Party without incurring further obligation or liability.

21. **FOREIGN CORRUPT PRACTICES ACT.** Certain laws prohibit the offering, giving or promising to offer or give, directly or indirectly, money or anything of value to any official of a government, political party or instrumentality thereof in order to assist a party in obtaining or retaining business. Each party hereby represents, covenants and warrants that: (a) it shall not violate any laws in regards to anti-corruption, anti-bribery and money laundering such as the United States Foreign Corrupt Practices Act ("**FCPA**"), the UK Bribery Act of 2010, and other similar laws as applicable to Buyer or to Seller in the jurisdiction; (b) it shall notify the other party in accordance with law in the event it knows, or has reasonable belief that a breach of any such laws has occurred; and (c) that except for the contractual benefits expressly set forth herein or in an applicable Order, or in another written agreement between the parties, it has not been offered any payments or benefits to enter into this Agreement or any Order with the other that would constitute a violation of this Section.
22. **INDEMNIFICATION.** Each party hereto shall indemnify and hold the other party hereto, its members, directors, agents, employees, contractors and representatives harmless from and against all third party claims, liabilities, causes of actions, demands, penalties and fines, and expenses (including attorney's fees and disbursements) by reason of, based upon, relating to, or arising out of a breach of any of the representations, warranties or covenants contained in this Agreement and/or any Order by such indemnifying party, or that are caused by the negligent, errors, acts, or omissions or willful misconduct of such indemnifying party, its agents, employees, contractors or representatives, or the failure of such indemnifying party to comply with any applicable law, ordinance or regulation. The party entitled to be indemnified hereunder shall promptly notify the indemnifying party of any claim, demand, suit, or proceeding with respect to which it seeks indemnification and the indemnifying party shall at all times have the right to defend, settle, or compromise such claims, demand, suit, or proceeding with counsel of its own choosing and in such manner as it may deem advisable.
23. **INFRINGEMENT.** Seller represents and warrants that the Equipment and Software, as delivered to Buyer, does not infringe upon any valid U.S. patents, trademarks, trade names or other intellectual property rights of any third parties. The representation and warranty above shall not apply to the extent that any third party claims arise from or relate to any of the following (each, an "**Exception**"): (i) Buyer's failure to use any update, upgrade, or new release of the Equipment and/or Software where use of such update, upgrade, or new release would have avoided the applicable infringement, misappropriation, or unauthorized use and Buyer was provided written notice thereof; (ii) any unauthorized combination of the Equipment and/or Software with the intellectual property rights of a third party; (iii) Buyer's use of the Equipment and/or Software by Buyer in any manner not authorized by this Agreement or Seller's product documentation; (iv) modification of the Equipment and/or Software by any party other than Seller or a party authorized by Seller where the unmodified Equipment and/or Software would not infringe; (v) use of the Equipment and/or Software as part of an infringing act, omission or process of Buyer; (vi) any Equipment and/or Software provided at no charge; or (vii) Buyer's use of any graphics, video, or other media content not provided by Seller in connection with the Equipment and/or Software, where use of such graphic, video or media content infringes the rights of a third party. Buyer agrees to release Seller and hold Seller harmless from and in respect of any and all third party claims that arise from or relate to any of the Exceptions. Except for the indemnity set forth in **Section 22**, as Buyer's sole remedy for Seller's breach of the representation and warranty set forth in this Section, Seller shall at Seller's cost and option, either (a) procure the right for Buyer to continue to use the Equipment and/or Software on a non-infringing basis, (b) replace the infringing Equipment and/or Software with different, non-infringing Equipment and/or Software that has like capabilities, (c) modify the Equipment and/or Software so that it becomes non-infringing, or (d) refund the price paid by Buyer to Seller for such infringing Equipment and/or Software and terminate the applicable Order or portion of an Order for such items.
24. **ATTORNEY'S FEES.** If either party commences an action or otherwise enters into a means of dispute resolution against the other party to enforce any of the terms of this Agreement and/or any Order, the prevailing party shall be entitled to seek, and may be awarded reasonable attorney's fees and expenses, and the right to such attorney's fees and expenses shall be deemed to have accrued on the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment. The term "**prevailing party**" means the party obtaining substantially the relief sought, whether by compromise, settlement or judgment that substantially prevails against the other party. Notwithstanding the foregoing, if a written offer of compromise made by either party is not accepted by the other party within thirty (30) calendar days after receipt and the party not accepting such offer fails to obtain a more favorable judgment, the non-accepting party shall not be entitled to recover its costs of suit and reasonable attorney's fees and costs (even if it is the prevailing party) and shall be obligated to pay the costs of suit and reasonable attorney's fees and costs incurred by the offering party.
25. **CONFIDENTIALITY.** Neither party shall disclose the terms of this Agreement or any Order to any third party without the prior consent of the other party, except as (i) required by law, and (ii) requested or required pursuant to the order of a court with competent jurisdiction, or an applicable regulatory authority.

EXHIBIT A
GENERAL TERMS AND CONDITIONS

26. **INDEPENDENT CONTRACTORS.** The parties to this Agreement are acting as independent contractors and independent employers. Nothing contained in this Agreement shall create or be construed as creating a partnership, joint venture or agency relationship between the parties. Neither party shall have the authority to bind the other party in any respect. Each party shall be solely responsible for payment of its employees' salaries (including withholding of income taxes and social security), workers' compensation, and all other employment benefits.
27. **ASSIGNMENT.** Buyer's consent shall not be required for Seller to assign this Agreement and/or any Order or any of its rights or obligations hereunder, provided that such assignee agrees in writing to be bound by the terms and conditions hereof. Buyer may assign this Agreement and/or any Order without Seller's prior consent, but upon not less than thirty (30) calendar days' notice to Seller, provided that such assignee agrees in writing to be bound by the terms and conditions hereof; provided, however, within fifteen (15) calendar days following Seller's receipt of such notice, Seller may disapprove of such assignment upon notice to Buyer, following which any purported assignment shall be null and void. Subject to the foregoing, this Agreement and each Order shall be binding upon the parties, their successors and permitted assigns. Any transaction pursuant to which the holders of a majority of the voting or economic interests of Buyer (or any entity directly or indirectly controlling Buyer) immediately prior to such transaction do not, immediately following such transaction, hold a majority of the voting or economic interests of Buyer (or any entity directly or indirectly controlling Buyer) or the resulting or surviving entity of such transaction shall be deemed to involve an assignment. Nothing in this Agreement and/or any Order, express or implied, is intended to confer on any person other than the parties hereto, and their respective successors and permitted assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement and/or any Order, including third party beneficiary rights.
28. **NOTICE.** Any notice required by this Agreement or given in connection with it, must be in writing and (i) personally delivered to any party hereto, or sent to such party by (ii) by recognized overnight delivery services with charges prepaid, (iii) United States certified mail, postage prepaid, or (iv) facsimile with written confirmation of transmission. Notice shall be sent to a party's registered address or the designated address set forth herein, and will be deemed to have been duly given to such party: (a) upon receipt, if delivered by personal delivery, (b) the following business day after sending by facsimile or by recognized overnight delivery services, and (c) five (5) business days after mailing by certified mail as set forth above. Either party may designate a different address to which notices are to be sent by notifying the other party of such different address in accordance with this Agreement.
29. **CHOICE OF LAW.** This Agreement and each Order shall be governed by, construed, and enforceable in accordance with Washington law, without regard to any choice or conflicts of laws rules which would result in the application of any laws other than the internal laws of the state of Washington. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.
30. **DISPUTE RESOLUTION.** Any claim or controversy arising out of this Agreement or any Order, or a breach thereof, shall be settled by final and binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association in Washington State by three arbitrators, one of whom shall be selected by Seller, one of whom shall be selected by Buyer, and the third of whom shall be selected by the mutual agreement of the other two arbitrators. Judgment on any award rendered by the arbitrators may be entered in any court located in such state. The arbitrators shall award to the prevailing party, if any, as determined by the arbitrators, the right to collect from the other party all costs and fees incurred by such prevailing party in connection with the arbitration, including without limitation administrative fees, arbitrator fees, travel expenses, out-of-pocket expenses such as copying, telephone and facsimile charges, witness fees and attorneys' fees. The provisions of this Section shall survive any termination or expiration of this Agreement.
31. **TRIBAL RIDER.** In the event that Buyer is a Native American owned or operated entity, or a branch of a Native American tribe, the terms of Exhibit F, entitled "**Tribal Rider**" are hereby incorporated in their entirety, and into each Order entered into pursuant to this Agreement.
32. **CONSTRUCTION AND INTERPRETATION.** The headings contained in this Agreement are for ease of reference only and shall not affect the meaning or interpretation of this Agreement. The terms and conditions of this Agreement shall be construed as a whole according to their fair meaning and not strictly for or against any party. The parties acknowledge that any rule of construction that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement. No course of dealing, usage, custom of trade or communication between the parties shall modify or alter any of the rights or obligations of the parties hereunder. As used herein, (a) the term "**include**", or any derivative thereof, shall not mean that the items following such term are the only types of such items, (b) the term "**shall**" indicates a mandatory obligation, and (c) the term "**may**" indicates a permissive election and does not imply any duty to exercise such election.
33. **MODIFICATION AND WAIVER.** This Agreement and any Order may be modified only by a further writing that is duly executed by both parties. Notwithstanding the foregoing, no terms contained in any Buyer issued purchase order shall be deemed to modify the terms hereof, regardless of whether or not such are in a writing, and whether or not such purchase order has been accepted by Seller. No waiver by either party of any rights hereunder and no waiver by either party of any provision of this Agreement or any Order, shall be deemed effective unless in writing executed by the waiving party. A waiver by either party of a breach of any provision of this Agreement or any Order shall not constitute a waiver of any prior or subsequent breach of the same or any other provision of this Agreement or any Order. The failure or delay by either party to exercise any right shall not operate as a waiver of such right. The exercise by either party of any of its rights shall not preclude that party's further exercise of such right or of any other right, nor be construed as a waiver of any that party's other rights, powers and remedies.
34. **SEVERABILITY.** If a court of competent jurisdiction finds any provision of this Agreement and/or any Order to be invalid or unenforceable as to any person or circumstances, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances, and if feasible, any such offending provision shall be deemed to be modified to be within the limits



EXHIBIT A
GENERAL TERMS AND CONDITIONS

of enforceability or validity, provided, however, that if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement and/or the applicable Order in all other respects shall remain valid and enforceable.

35. **CONFLICT OF TERMS.** If an individual Order contains provisions that are inconsistent with the Terms and Conditions, the terms of the individual Order shall prevail only with respect to the Equipment and/or Deliverables provided pursuant to such Order, however no contrary terms contained in any Order shall in any way modify or alter the Terms and Conditions of this Agreement with respect to any other Order except as may be expressly agreed between the parties in a mutually signed writing.
36. **DUE AUTHORITY.** The undersigned who signs on behalf of a party is authorized to (i) execute this Agreement on behalf of such party and (ii) bind such party and any of its affiliated companies to the terms and conditions of this Agreement.
37. **ENTIRE AGREEMENT.** Each Order, together with this Agreement constitutes the entire agreement between the parties with respect to the subject matter of each such Order, and supersedes all prior or contemporaneous agreements or understandings between the parties, whether written or oral, with respect to each such Order.

EXHIBIT B
KIOSK SERVICES

The terms and conditions of this Exhibit B shall apply to the Kiosk Services to be provided by Seller for any Equipment located at Buyer's Premises for which Buyer procures a Kiosk Services plan (collectively, the "**Covered Equipment**").

1. **KIOSK SERVICES PLANS.** Seller shall offer the following Kiosk Services plans, which Buyer may select, as set forth more specifically in each Order or invoice:
 - (a) **Maintenance Plan.** Subject to the Exclusions (as defined below), the 'Maintenance Plan' includes all parts required to repair the Covered Equipment during the Kiosk Services Term, and Seller's quarterly inspection of all Covered Equipment located at the Premises to ensure such Equipment is working in accordance with Seller's specifications (the "**Maintenance Plan**"). The Maintenance Plan excludes any labor required to service or repair the Equipment. For any repair or other services provided by Seller during the service hours as set forth in the applicable Order or invoice for such Maintenance Plan ("**Scheduled Service Hours**"), Buyer will be responsible for the cost of labor at Seller's then current hourly rate for labor. Labor charges incurred outside the Scheduled Service Hours will be charged at Seller's then current hourly rate for overtime labor services; provided that if such labor occurring outside the Scheduled Service Hours is incurred during any recognized U.S. Federal holiday, the day after Thanksgiving, or December 24th, then such labor will be charged at Seller's then current hourly rate for holiday labor services ("**Holiday Rate Schedule**").
 - (b) **Service Plan.** The 'Service Plan' includes the Maintenance Plan services as set forth above, plus includes the cost of labor charges to service or repair the Covered Equipment that are incurred by Seller between the Scheduled Service Hours ("**Service Plan**"), as selected by Buyer in the applicable Order or invoice for such Service Plan. Buyer will be responsible for the cost of labor incurred for any services requested by Buyer and provided by Seller during a time-frame out of the Scheduled Service Hours, which will be charged at Seller's then current hourly rate for overtime labor services; provided that if such labor occurring outside the Scheduled Service Hours is incurred during any recognized U.S. Federal holiday, the day after Thanksgiving, or December 24th, then such labor will be charged at Seller's then current Holiday Rate Schedule.
2. **KIOSK SERVICES TERM.** Subject to Buyer's payment in full of the applicable fees as set forth in the Order and/or invoice for such Kiosk Services for certain Equipment, the term of Buyer's selected Kiosk Services plan shall commence upon (a) the date of expiration of the express Limited Warranty of any new Equipment or (b) the date set forth on the applicable invoice for any Covered Equipment not covered by the Limited Warranty (collectively, the "**Kiosk Services Commencement Date**") and shall continue for a term of one (1) year. Upon the expiration of the initial Kiosk Services term, the selected Kiosk Services plan for such Equipment shall renew, subject to Buyer's payment of the applicable renewal invoice for such subsequent year's Kiosk Services which the parties agree shall indicate Buyer's assent to renew the selected Kiosk Services for one (1) year at such pricing (each term, and any renewal thereof, the "**Kiosk Services Term**").
3. **FEES.** The pricing for Kiosk Services is based on the Covered Equipment and the hours and days of coverage selected by the Buyer for such Equipment ("**Service Fee**"). For any new Equipment ordered, the Service Fee for the first year of Kiosk Services shall be as set forth in the applicable Order for such Equipment, and as applicable to the Kiosk Services plan selected by Buyer (if any) on such Order. Thereafter, the Service Fee for the renewal of Kiosk Services on such Covered Equipment, and/or the Service Fee for any other eligible equipment to be covered by a Kiosk Services plan, shall be as set forth in the applicable invoice for Kiosk Services for such Covered Equipment. For any Covered Equipment which is eligible for a renewal of Kiosk Services, not less than sixty (60) calendar days prior to the end of the then current Kiosk Services Term for such Covered Equipment, Seller shall provide Buyer written notice of Seller's then current Service Fee for renewal of the designated Kiosk Services plan for such Covered Equipment for an additional Kiosk Services Term.
4. **PAYMENT TERMS.** Except as otherwise set forth on the applicable Order or invoice for such Kiosk Services, Buyer shall pay to Seller the applicable Service Fee for any new Equipment to be covered by a Kiosk Services plan, prior to the date of expiration of any express Limited Warranty for such Equipment. The Service Fee for any other equipment and/or for the renewal of any Kiosk Services plan shall be due thirty (30) calendar days prior to the end of the then current Kiosk Services Term. All payment and invoicing for Kiosk Services plans shall be done on an individual Premises basis. Except as otherwise set forth in this Section, payment terms are net thirty (30) from invoice date. Amounts listed on the Order are subject to proration to coincide with Everi's invoicing intervals.
5. **REIMBURSABLE EXPENSES.** Buyer shall be liable to repay Seller its Reimbursable Expenses incurred in connection with any on-site Kiosk Services provided outside a twenty (20) mile radius of a Seller service office.
6. **BUYER RESPONSIBILITY.** Buyer is obligated to certain responsibilities under this Kiosk Services plan, including, but not limited to:
 - (a) Promptly notifying Seller of any problem or malfunction with the Covered Equipment and ceasing usage until correction of same.
 - (b) Allowing Seller access to clean, inspect or repair the Covered Equipment at any time during reasonable working hours and providing necessary coin and/or currency to operate the machine.
 - (c) Providing security for any coin, currency or other valuable property that is exposed during the performance of Services.
 - (d) Correcting operational problems that normally would not require a skilled technician, which includes, but is not limited to, such routine problems as checking to see that machine is plugged in, checking to see if a switch is in the proper position, or checking to see that all covers are closed properly. Repeated calls for such nuisance problems may be subject to a labor charge for such service call.
 - (e) Keeping machines as clean as practical, and, for bar-coded ticket counters and other sensor controlled equipment, cleaning the sensor lenses on a regular basis, and, if possible, providing a compressed air source to clean machines when needed.

EXHIBIT B
KIOSK SERVICES

- (f) Providing suitable electrical service and maintaining proper environmental requirements, per Seller specifications.
 - (g) Notifying Seller of any relocation of any of the Covered Equipment.
7. **MODIFICATIONS TO SERVICE PLAN.** Prior to any year's renewal of the Kiosk Services Term, Buyer may request to change its designated Kiosk Services plan by contacting Seller and requesting a quote on revised service terms, or by selecting and paying for a different level of Kiosk Services on Seller's annual renewal invoice.
 8. **EXCLUSIONS.** The Kiosk Services specifically exclude damage or defected parts due to (a) accidents, (b) negligence of Buyer or Buyer's customers, (c) misuse by Buyer or Buyer's patrons, and (d) causes beyond the control of Seller, which if required during service or repair will be charged on a time and materials basis ("**Damage or Defect Exclusions**"). The Kiosk Services also specifically exclude maintenance or replacement of any obsolete parts ("**Obsolete Exclusions**") (Damage or Defect Exclusions and Obsolete Exclusions shall collectively be referred to as the "**Exclusions**"). Any such parts provided by Seller that are not included in the Kiosk Services plan will be charged according to Seller's then prevailing rates for such parts.
 9. **RESTRICTIONS.** Buyer acknowledges and agrees that its use of any non-Seller parts, or non-Seller labor or repairs on, or in connection with the Covered Equipment shall void all warranties and Seller shall not be liable for any repairs in connection therewith. Notwithstanding any coverage pursuant to any Seller Limited Warranty or Kiosk Services plan, the cost of replacement parts or repairs to the Covered Equipment arising from or related to use of such non-Seller parts or labor shall be chargeable to Buyer on a time and materials basis at Seller's standard rates.
 10. **RENEWAL.** Prior to the expiration of the current year of contracted Kiosk Services, Seller shall invoice Buyer for a one (1) year renewal of the applicable Kiosk Services at Seller's then current Service Fee for such Kiosk Services, as set forth in the applicable invoice, not to exceed an increase of 5% of the prior years' Service Fee for such Kiosk Services on the same Covered Equipment, and Buyer may renew the designated Kiosk Services for additional one (1) year periods by its payment of each applicable invoice for the renewal of such Kiosk Services on such Covered Equipment. Furthermore, in the event that Buyer and Seller have contracted for Kiosk Services pursuant to separate agreement(s) or Service Schedule(s) for such items prior to the Effective Date of this Agreement, the parties agree that upon the expiration of the existing term of such separate agreement(s) or Service Schedule(s), such separate agreements and/or Service Schedule(s) shall be expressly superseded by the terms and conditions set forth in this Exhibit B, and any renewal term for such items shall be at the pricing set forth in the applicable renewal invoice.
 11. **ELIGIBILITY FOR SERVICE PLAN.** Notwithstanding the foregoing, if, at any time, any Covered Equipment shall be deemed to have reached the end of its eligibility for a Kiosk Services plan, Seller shall send written notice to Buyer of such ineligibility, and the Kiosk Services will not thereafter be renewed with respect to such Covered Equipment. In the event Buyer does not select, or at any time after the expiration of the Limited Warranty period the Equipment is not covered by a Kiosk Services plan, whether for reason of Buyer's failure to pay Seller for such Kiosk Services plan, or otherwise, then any service to the Equipment provided by Seller shall be provided to Buyer on a time and materials basis.
 12. **LIMITATIONS.** Seller expressly disclaims any duty as an insurer of the Covered Equipment. Buyer shall be responsible for all costs of repair required as a result of any casualty, theft or the negligent act of Buyer, Buyer's customers or invitees, or Buyer's agents, specifically including but not limited to abuse or misuse of the Covered Equipment, and service conducted by personnel other than those of Seller or Seller's designated agent. The Kiosk Services plan does not include delivery or installation, relocation, freight or shipping charges, supplies, optional accessories, in-shop reconditioning, or major modifications to the Covered Equipment.

EXHIBIT C
SOFTWARE LICENSE AND SUPPORT

Buyer and Seller are referred to as the “**Licensee**” and the “**Licensor**”, respectively, for the purposes of this Exhibit C.

1. **SOFTWARE.** The Software hereby licensed includes the software as listed on the Order.
2. **LICENSE.** Subject to the permitted use and restrictions set forth herein, and conditioned upon Licensee’s payment of the fees described in Sections 3 and 7 below, Licensor hereby grants to Licensee, and Licensee hereby accepts, a non-perpetual, non-exclusive, non-transferable, non-sublicensable, royalty-free, revocable, limited license to use the Software at the Premises designated on the Order, during the Support Term (as defined below), solely in executable form, in connection with the corresponding Equipment operated at such Premises (“**Software License**”). The Software License is not transferable or assignable by Licensee by operation of law or otherwise, to any party who did not originally purchase the applicable license(s) for the Software from Licensor or Licensor’s authorized reseller, or to any other Premises or Equipment for which it was not originally proscribed.
3. **SOFTWARE LICENSING FEE.** In consideration for the grant of the Software License and the use of the Software, Licensee shall pay to Licensor an initial per Premises licensing fee (“**Software Licensing Fee**”) (as set forth on the applicable Order) for each Premises at which the Software is installed, and an initial connection fee per each device accessing the Software (“**Initial Connection Fee**”) also as set forth on the Order (collectively, the Software Licensing Fee and the Initial Connection Fee are the “**Licensing Fee**”). Licensee shall additionally be obligated to pay Licensor the Support Fee (as defined in Section 7 below) for the continued use of such Software License.
4. **LICENSE TERM.** Subject to Licensee’s payment in full of the applicable Software Licensing Fee and Initial Connection Fee for the designated Software, the term of license to such Software shall commence upon the date of the installation of the Software and unless otherwise terminated in accordance with the provisions hereof, shall continue until the expiration or earlier termination of the applicable Support Term (as defined in Section 6 below).
5. **SOFTWARE SUPPORT.** Subject to Licensee’s payment of the Support Fee (as set forth in Section 7 below), during the applicable Support Term (as set forth in Section 6 below), Licensor shall provide to Licensee any new, corrected or enhanced version of the Software as created by Licensor, subject to any jurisdictional and regulatory requirements. Such enhancement shall include all modifications to the Software which increase the speed, efficiency or ease of use of the Software, or modifications that add additional capabilities or functionality to the Software, but shall not include any substantially new or rewritten version of the Software (“**Support Services**”).
6. **SUPPORT TERM.** With respect to any Software licensed to Licensee pursuant to this Exhibit C, the initial term of Support Services shall commence upon the date of Software installation (“**Support Services Commencement Date**”) and shall continue for an initial term of one (1) year (“**Initial Support Term**”). Upon the expiration of the Initial Support Term or any renewal term, and unless the respective Software License is otherwise terminated in accordance with the provisions hereof, the Support Services shall renew for consecutive terms of one (1) year, subject to Licensee’s payment of the applicable renewal invoice for each such subsequent year’s Support Services, Licensee’s payment of which the parties agree shall indicate Licensee’s assent to renew the Support Services at such pricing (the Initial Support Term, and each renewal thereof, are the “**Support Term**”).
7. **SUPPORT FEE.** Licensee shall pay to Licensor an ‘Annual Support Services Fee’ for each Premises at which the Software is installed, and an ‘Annual Connect Fee’ per device accessing the Software (each, as set forth on the applicable Order or invoice with respect to such Software and/or Support Services) (the Annual Support Services Fee and the Annual Connect Fee are collectively the “**Support Fee**”). After the initial Support Term with respect to certain Software, the Support Fee for the renewal of Support Services shall be as set forth in Licensor’s invoice applicable to the renewal of such Support Services for such Software at the designated Premises.
8. **PAYMENT TERMS.** Licensee shall pay to Licensor the Licensing Fee and Support Fee as set forth in the applicable Order or invoice for such Software License and Support Services, for the initial year, and thereafter, shall pay the annual Support Fee thirty (30) calendar days prior to the end of the then-current Support Term. All payment and invoicing for Support Services shall be on an individual Premises basis. Except as otherwise set forth on the applicable Order or invoice for such Support Services, payment terms are net thirty (30) from invoice date. Amounts listed on the Order are subject to proration to coincide with Licensor’s invoicing intervals.
9. **RENEWAL.** Prior to the expiration of the then current Support Term, Licensor shall invoice Licensee for a one (1) year renewal of Support Services at Licensor’s then current Support Fee for the applicable Software, as set forth in the applicable invoice for such renewal (not to exceed an increase of 5% of the prior year’s price for such Support Fee), and Licensee may renew such Support Services for additional one (1) year periods by its payment of the applicable invoice for the renewal of such Support Services. Furthermore, in the event that Licensee and Licensor have contracted for Software and Support Services pursuant to separate agreement(s) or Service Schedule(s) for such items prior to the Effective Date of this Agreement, the parties agree that upon the expiration of the existing term of such separate agreement(s) or Service Schedule(s), such separate agreements and/or Service Schedule(s) shall be expressly superseded by the terms and conditions set forth in this Exhibit C, and any renewal term for such items shall be at the pricing set forth in the applicable renewal invoice.
10. **RESTRICTIONS.** Licensee shall use the Software solely for the purposes intended hereunder and for no other purposes. Licensee shall not modify, copy, duplicate, reproduce, reverse compile or reverse assemble all or any portion of the Software, or rent, lease, assign, distribute, sell, license or sublicense the Software, create derivative works of the Software, or transfer or convey the Software or any right in the Software to any third party without the prior written consent of Licensor; provided that Licensee may make such copies of the Software necessary for Licensee’s backup or archival purposes which support the authorized use of the

EXHIBIT C
SOFTWARE LICENSE AND SUPPORT

Software and as may otherwise be required by any applicable regulatory body having jurisdiction over the Licensee. The Software and all copies thereof shall at all times remain the property of Licensor.

11. **WARRANTY OF TITLE.** Licensor hereby represents and warrants to Licensee that Licensor is the owner of the Software or otherwise has the right to grant to Licensee the rights and licenses set forth herein. In the event of any breach or threatened breach of the foregoing representation and warranty, Licensee's sole remedy shall be to require Licensor, to provide one of the following remedies, which shall be chosen at Licensee's discretion and subject to such election being commercially reasonable for Licensor: (i) procure, at Licensor's expense, the right to use the Software, (ii) replace the Software or any part thereof that is in breach and replace it with Software of comparable functionality that does not cause any breach, or (iii) refund to Licensee the full amount of the License Fees paid to Licensor upon the return of the Software and all copies thereof to Licensor in accordance with the terms herein.
12. **APPLICATION PROGRAMMING INTERFACE.** For licensed Software that includes or utilizes an application programming interface or other type of connector (collectively, "**API**"), Licensee agrees that:
 - Licensor does not provide and is not responsible for any digital marketing or website maintenance.
 - Licensee is solely responsible for all regulatory compliance related to digital marketing and their website.
 - Licensee is responsible for obtaining any third party digital marketing services (such as email, text messages, etc.).
 - Licensor is providing an API for an approved third party to access to certain Licensor data and Licensee data using Licensor Software and Licensor is not liable for any acts, errors, omissions, whether directly or indirectly, by any third party or Licensee arising out of the use of Software utilizing a Licensor API.
 - Licensor is not liable for any acts by a third party or Licensee involving the unauthorized access, use, disclosure, accuracy, or loss of any Licensee data or any breach of the security, confidentiality, or integrity of any Licensee data arising out of the use of an API and Licensee releases Licensor from any and all liability arising from, relating to, or in connection with any of the above, and assumes all cost, liability and expense associated therewith.
 - Licensor does not own and has no control over the manner or method by which a third party, including Licensee, uses information obtained from an API.
 - Any regulatory compliance, misuse, loss of data, inaccurate information, or communication violations are the sole risk of Licensee and its third party vendor, and Licensor is not liable, in any way, to Licensee or its third party vendor.
 - Licensee is responsible for verifying the data and information obtained, used, and distributed arising out of the use of an API.
 - Licensee shall ensure that it will not transmit to Licensor, or allow any third party to transmit through Licensee's systems or by use of third party services, any harmful code, such as without limitation any worm, Trojan Horse, or virus, or any content violating any right of any third party including without limitation any trade secret, copyright, or personality right of any third party.
 - Licensee agrees to defend, indemnify, and hold harmless Licensor against any claims, liabilities, causes of actions, demands, penalties and fines, and expenses (including attorney's fees and disbursements) by reason of, based upon, relating to, or arising out of any alleged misuse, negligence, or regulatory violations arising out of the use of all APIs provided by Licensor.
 - The Software utilizing an API are provided "As Is" and Licensor does not represent or warrant that the use of the APIs by Licensee will be uninterrupted or error-free or that the Software will function properly when used in conjunction with any other software or hardware.

Licensee shall notify Licensor at least sixty (60) days in advance of any proposed changes to or additions of any third party vendors utilizing an API licensed from Licensor so: (i) Licensor may conduct its independent due diligence on all third party vendors to determine whether they will be approved to access such API, and (ii) Licensee will sign an ordering document and pay all applicable fees and costs regarding such API utilization, and (iii) the third party vendor will sign an agreement with Licensor prior to obtaining access to any API licensed from Licensor. Licensor reserves the right to terminate access to the API: (y) if Licensee, or its third party vendor, fails to comply with the terms of its agreement with Licensor and/or make payments when due for utilization of the applicable API, or (z) if Licensor determines in the exercise of its sole and absolute discretion that Licensor's continued association with any third party accessing the API may result in disapproval, modification, or nonrenewal of any Licensor contract or the loss, nonrenewal or non-reinstatement of any license, registration, approval, or finding of suitability held by Licensor to conduct business in any state or tribal jurisdiction.

13. **TERMINATION.** All Software Licenses granted hereunder are provided for limited term use and will automatically terminate upon the expiration and non-renewal of, or the termination of the Support Term. Licensor shall have the ability to terminate any Software License in the event of Licensee's breach of these Software License and Support Terms which remains uncured for thirty (30) days after Licensor's written notice, and/or Licensee's failure to pay any applicable fees when due. Upon the expiration or earlier termination of the Support Term for any reason, Licensee shall immediately cease using the Software for any purpose whatsoever, unless otherwise approved by Licensor in writing. Termination of the Software License shall not entitle Licensee to receive any refund for any unused portion of the Licensing Fee or Support Fee. Upon written request, Licensee shall return or certify destroyed, at Licensor's reasonable discretion, any or all Software and permitted copies provided to Licensee. The expiration or termination of



**EXHIBIT C
SOFTWARE LICENSE AND SUPPORT**

the Support Term shall rescind the Software License granted and revoke all rights granted to or accrued by Licensee to use the Software. Upon termination, Licensee shall destroy or return to Licensor all copies of the Software and related documentation in Licensee's possession or control.

EXHIBIT D
EQUIPMENT FINANCING

1. **DEFINITIONS:**

- a) Buyer and Seller are referred to as the “**Debtor**” and the “**Secured Party**”, respectively, for the purposes of this Exhibit D.
 - b) “**Equipment**” means and includes that certain equipment identified on any Order which is issued pursuant to this Agreement and which is incorporated herein by reference, together with any and such equipment which Debtor subsequently obtains from Secured Party on credit pursuant to the Agreement, and any and all parts, appliances, components, accessories, accessions, or attachments installed in, attached to, appurtenant to, or delivered with or in respect of such Equipment.
 - c) “**Collateral**” has the meaning provided in Section 2 of these Equipment Financing Terms.
 - d) “**Event of Default**” means any of the following, which will constitute an event of default hereunder: (a) Debtor's failure to pay when due any payment or other amount due hereunder, or under the Agreement within thirty (30) calendar days after the due date thereof; (b) the loss, theft, substantial damage, destruction, transfer or encumbrance of the Equipment; (c) the making of any levy, seizure or attachment upon the Equipment; (d) the filing by Debtor or by any third party against Debtor of any petition under the Bankruptcy Code or any other insolvency law or law providing for the relief of debtors, including, without limitation, a petition for reorganization, arrangement or extension, or the commission by Debtor of an act of bankruptcy; (e) the voluntary or involuntary making of an assignment of assets for the benefit of creditors, the appointment of a receiver or trustee for Debtor or for any of Debtor's assets, institution by or against Debtor or any other type of insolvency proceeding or of any formal or informal proceeding for dissolution, liquidation, settlement of claims against or winding up of the affairs of Debtor, Debtor's cessation of business activities or the making by Debtor of a transfer of all or a material portion of Debtor's assets or inventory not in the ordinary course of business; (f) a transfer of effective control of Debtor; or (g) the failure of Debtor to comply with the terms of these Equipment Financing Terms or any of the terms of the Agreement.
 - e) “**Secured Obligations**” means all advances to and debts of, Debtor under or in respect of the Agreement or otherwise with respect to any credit extended pursuant to which Debtor acquires the Equipment, whether, absolute or contingent, due or to become due, now existing or hereafter arising and including interest and fees that accrue after the commencement by or against Debtor or any affiliate thereof of any proceeding under the United States Bankruptcy Code or other applicable debtor relief laws naming such person or entity as the debtor in such proceeding.
2. **GRANT OF SECURITY INTEREST.** To secure the payment of the Secured Obligations, however created, arising or evidenced, whether absolute or contingent, now existing or hereafter acquired, and future advances, and all costs and expenses incurred by Secured Party to obtain, preserve, perfect and enforce the security interest granted herein and to maintain, preserve and collect the property subject to the security interest, Debtor hereby grants to Secured Party, until such time as all amounts set forth in the applicable Order, are paid in full, a continuing security interest in and lien upon the following described property, whether now owned or hereafter acquired (collectively, the “**Collateral**”): (i) the Equipment, including any spare parts identified and/or described on the Order; (ii) any and all substitutions, replacements, and proceeds of any of the foregoing items, including, but not limited to, proceeds of insurance covering the Equipment, or any other portion of the Collateral, and any and all accounts money, drafts, instruments or other tangible property of Debtor resulting from the unauthorized sale or other disposition of the Equipment, or any portion thereof, and the proceeds thereof, and (iii) all proceeds of the foregoing.
3. **DURATION.** The security interest and Debtors' obligations with respect to the Collateral will continue until payment of all amounts due, and performance of all terms and conditions required hereunder. If Debtor is in default of any of its obligations hereunder, then the security interest will continue during said default. Upon termination of Secured Party's security interest in an item of Equipment, Secured Party will, within a reasonable time, execute such release of interest with respect thereto as Debtor reasonably requests.
4. **DOCUMENTS.** Debtor will, at Secured Party's written request, furnish Secured Party such information and execute and deliver to Secured Party such documents and do all such acts and things as Secured Party may reasonably request and as are necessary or appropriate to assist Secured Party in establishing and maintaining a valid security interest in the Collateral and to assure that the security interest is perfected to Secured Party's satisfaction. Debtor will provide Secured Party with documentation regarding the location of the Collateral pursuant to the Premises. Debtor will and, as applicable, hereby authorizes Secured Party to: (a) record, register and file the security interest under these Equipment Financing Terms, each and every supplement hereto, and such notices, financing statements, registrations and other instruments as may from time to time be requested by Secured Party with the appropriate agencies, if any, in the United States of America (including the filing of UCC-1 financing statements in the United States of America), as Secured Party may reasonably require in its sole and absolute discretion to perfect, maintain or further protect Secured Party's interest in the Collateral and the other items of the Collateral, the value or priority thereof, and the rights and remedies of Secured Party hereunder, such recordation, registration and filing to be in form and substance acceptable to Secured Party; (b) furnish evidence of every such recording, registering and filing; and (c) execute and deliver or perform, or cause to be executed and delivered or performed, such further and other instruments reasonably requested by Secured Party as are required to carry out the intent and purpose of this Exhibit D and to subject the Collateral to the lien created or intended to be created by this Exhibit D. Except for the security interest granted under this Exhibit D, Debtor warrants that such Debtor is (or, to the extent that the Collateral is to be acquired hereafter, will be) the owner of the Collateral free from any prior security interest, lien or encumbrance. Until Debtor has satisfied all of its payment obligations as set forth in the Agreement and applicable Order, Debtor will defend the Collateral against all third party claims and demands claiming any property right or interest therein.
5. **POWER OF ATTORNEY.** Until such time as all payments have been made in full, pursuant to the applicable Order, Debtor hereby appoints Secured Party as its attorney-in-fact and agent to give notice of Secured Party's security interest in the Collateral and any proceeds thereof, and to execute and file documents required to perfect or maintain Secured Party's security interest in the Collateral granted hereunder.

EXHIBIT D
EQUIPMENT FINANCING

6. **MAINTENANCE AND REPAIR.** Debtor shall use, operate and maintain the Equipment, properly, carefully and in compliance with all applicable statutes, ordinances, regulations, policies of insurance and manufacturer's recommendations.
7. **INSURANCE.** Debtor will, at its own expense, keep the Collateral insured at all times against loss, damage, theft and such other casualties as reasonably required to protect against such loss, damage, theft or other casualty. Such insurance policies shall name Secured Party as additional insured on liability coverage and as loss payee on all-risk coverage. Losses in all cases shall be payable to Secured Party and Debtor as its interests may appear. Debtor will provide Secured Party with an original policy or certificate evidencing such insurance. In no event shall the amount of such physical damage insurance be less than the greater of the full replacement value or the fair market value of the Collateral. After delivery, all risk of loss, damage, destruction or confiscation shall at all times be with Debtor.
8. **DEBTOR'S POSSESSION.** With at least forty-eight (48) hours advance written notice, Secured Party may examine and inspect the Equipment, wherever located, at all reasonable times, subject to the terms of the Agreement. At its option, but without assuming any obligation to do so, and upon written notice to Debtor, Secured Party may discharge taxes, liens or security interests, or other encumbrances levied or asserted against the Collateral, may place and pay for the insurance thereof if Debtor has failed to obtain such insurance, may order and pay for the repair, maintenance and preservation thereof, and may pay any necessary filing or recording fees. Amounts paid by Secured Party under the preceding sentence shall be added to the Secured Obligations, and shall be secured by the Collateral and shall be payable upon demand. Upon request by Secured Party, Debtor will advise Secured Party as to the exact location of an item of Equipment.
9. **RIGHTS UPON DEFAULT.** In the Event of Default, Secured Party may, at its sole discretion, and to the extent of Debtor's remaining liability under the Agreement, exercise any of the following or any other remedy available to Secured Party at law or in equity, without prejudice to any other right of Secured Party: (i) terminate the Agreement and Equipment Financing Terms without prejudice to any other right of Secured Party at the time of termination, and/or (ii) subject to Secured Party's notice to Debtor and a thirty (30) day period to cure, deduct all outstanding amounts hereunder from any amounts due to Debtor or any of its subsidiaries or affiliates (including, without limitation, commission payments) under any other agreement between Debtor and Secured Party or any of their respective subsidiaries or affiliates, and/or (iii) require Debtor to assemble the Equipment and make them available to Secured Party at a place and time to be designated by Debtor which is reasonably convenient to both parties and repossess the Equipment and/or (iv) declare all remaining payment obligations of Debtor under the applicable Order immediately due and payable.
10. **DISPOSITION OF COLLATERAL.** Secured Party shall provide reasonable notification to Debtor of the time and place of any proposed public sale of the Equipment or of the time which any private sale or other intended disposition is to be made. Such requirement shall be met if such notice is mailed, postage prepaid, to Debtor's address, as shown herein, at least ten (10) calendar days before the time of the sale or disposition. The proceeds of any such disposition shall be applied to pay the Secured Obligations in the manner contemplated by the Agreement. Debtor shall be jointly and severally liable for any deficiency after application of such proceeds, to the extent permitted by law.
11. **ABSOLUTE OBLIGATION.** All sums payable by Debtor hereunder shall be paid without notice, demand, counterclaim, setoff, deduction or defense, and without abatement, suspension, deferment, diminution or reduction, and the obligations and liabilities of Debtor shall in no way be released, discharged or otherwise affected, except as expressly provided herein. The obligations and liabilities of Debtor hereunder will survive the termination of the Agreement and these Equipment Financing Terms.
12. **WAIVER OF DEFAULT.** No waiver by Secured Party of any default or Event of Default shall be effective unless in writing, nor operate as a waiver of any other default or Event of Default or of the same default or Event of Default in the future.
13. **RESTRICTION ON TRANSFER OR LIENS.** Debtor will not, without the prior written consent of Secured Party, sell or otherwise transfer or encumber the Collateral or any interest therein. Except as permitted under the Agreement, Debtor will keep the Collateral free from any adverse security interest, lien or encumbrance and will not permit the Collateral to be attached or replevied.
14. **TAXES.** Debtor will promptly make all filings as to, and pay, when due, all taxes and assessments upon the Collateral or upon its use or operation.
15. **RIGHTS CUMULATIVE.** The rights, powers and remedies of Secured Party hereunder shall be in addition to all rights, powers and remedies given by statute, rule of law or any other Agreement and are cumulative. The exercise of any one or more of the rights, powers and remedies provided herein shall not be construed as a waiver of any of the other rights, powers and remedies of Secured Party. Furthermore, notwithstanding any governing law to the contrary set forth elsewhere in the Agreement, or any other addendums thereto or Exhibits made a part thereof, Secured Party shall have the rights, powers and remedies of a secured party under the Uniform Commercial Code as adopted by the state of Nevada, as amended from time to time.



EXHIBIT F
TRIBAL RIDER

The terms of this Tribal Rider ("**Tribal Rider**") are incorporated as Exhibit F to that certain Master Equipment Purchase Agreement ("**Agreement**") between Everi Payments, Inc. (as "**Seller**") and Squaxin Island Tribe (as "**Buyer**" or "**Tribe**"), for the purposes of this Exhibit F, and will apply to any Orders entered into between Buyer and Seller pursuant to the Agreement. Capitalized terms used herein without definition shall have the meaning provided in the Terms and Conditions, Exhibit A to the Agreement, and as may be more specifically identified in the applicable Order.

1. **TAX EXEMPT STATUS.** Buyer represents that it is, or is an enterprise of, a federally recognized sovereign Indian Nation and any and all Equipment and/or Deliverables to be provided hereunder are for use solely on the Tribe's reservation. As such, Buyer represents that it is not subject to taxation with respect to the Equipment and/or Deliverables provided pursuant to any Order, and shall provide Seller documentation evidencing such tax exempt status. Pursuant to the foregoing representation, Seller shall not collect or remit, or pay directly or indirectly, any taxes (including sales or use taxes), levies, assessments, license fees, or other fees imposed by or payable to any governmental entity or authority regarding the sale or provision of such Equipment and/or Deliverables to Buyer; provided that Buyer shall bear all responsibility for any liability arising from Seller's reliance upon such representation, provided the incidence of such taxes, levies, assessments, license fees, or other fees falls on Buyer, and such liability is not the result of a failure on Everi's part to properly and timely document and claim an exemption.
2. **LIMITED WAIVER OF SOVEREIGN IMMUNITY.** Nothing in this Agreement shall be interpreted as a waiver, either in whole or in part, of the sovereign immunity of Buyer or the Squaxin Island Tribe beyond the express conditions and limitations of this section. Buyer expressly and irrevocably waives its sovereign immunity from suit solely for claims made by Seller only as provided in this section and for the limited purpose of enforcing the obligations arising from this Agreement and/or applicable Order(s) through or permitting or compelling arbitration or enforcing any arbitration award or judgment arising out of this Agreement and/or applicable Order(s), and consents to be sued in federal or state courts located in Washington State to enforce such obligations arising from this Agreement and/or applicable Order(s), arbitration obligation, or arbitration award. Buyer acknowledges that this limited waiver of sovereign immunity shall survive termination of this Agreement and/or applicable Order(s) and waives any requirement of exhaustion of tribal remedies. This limited waiver of sovereign immunity is irrevocable. Any award of money and/or damages is hereby limited to the fees that Seller would derive from the provision of Deliverables to Buyer during the then-current term(s) of Orders under this Agreement, amounts owed to Seller as a result of Buyer's indemnity obligations but solely to the extent the amount arises from Buyer's active negligence or willful misconduct and solely to the extent of available proceeds of insurance, and the cost of repairing or replacing any of Seller's Property damaged by reason of Buyer's failure to properly safeguard or maintain the same or refusal to permit Seller to regain possession of the same; provided that no arbitrator or court shall have the authority or jurisdiction to enter execution against any assets or revenues of the Buyer other than the undistributed revenues of the Buyer's gaming operation.
 - (a) Prior to pursuing any arbitration, each party shall, whenever possible, attempt to resolve any grievances, complaints or disputes that are brought to its attention by the other party. Each party shall notify the other party in writing of any material dissatisfaction with the other party's performance at that party's address of record. Within ten (10) days of receipt of such notice, unless the problem has been resolved, the parties shall meet and confer in good faith to determine what remedial action, if any, is necessary.
 - (b) The parties agree that any and all controversies, disputes or claims of any nature arising directly or indirectly out of or in connection with this Agreement (including without limitation claims relating to the validity, performance, breach, and/or termination of this Agreement) shall be submitted to binding arbitration for final resolution. The arbitration shall follow the Commercial Arbitration Rules of the American Arbitration Association ("**AAA**") and shall be conducted in a location mutually agreeable to the parties. Each party shall initially pay its own arbitration costs and expenses, but the arbitrator may, in its discretion, include such costs and expenses, together with reasonable attorneys' fees, as part of the award to the prevailing party. Buyer waives any requirement concerning the exhaustion of tribal court remedies.
3. **AUTHORITY.** In addition to any other provision of the Agreement, Buyer represents and warrants to Seller that Buyer has full power and authority to execute the Agreement specifically to be bound by the limited waiver of sovereign immunity set forth in Section 2 of Exhibit F to the Agreement. On request, Buyer shall furnish to Seller evidence of such authority. The person executing the Agreement, including without limitation, this Exhibit F on behalf of Buyer further warrants that: (a) he or she is duly authorized to execute and deliver the Agreement on behalf of Buyer; (b) by so executing the Agreement, such party is formally bound to the provisions of the Agreement; (c) the entering into the Agreement does not violate any provision of any other agreement or applicable laws to which Buyer is bound; (d) no further or additional approvals or authorizations are necessary to grant this limited waiver of sovereign immunity which have not been obtained; and (e) no action will be taken on behalf of Buyer to revoke the limited waiver of sovereign immunity.
4. **NO MANAGEMENT CONTRACT.** The parties agree and represent that the Agreement in no way provides or purports to provide to Seller any management authority or controls over the Tribal gaming operations that would require review and approval of the Agreement by the National Indian Gaming Commission ("**NIGC**"). To the extent the NIGC determines that the Agreement does constitute a Management Contract, the parties agree to cooperate in revising and modifying the Agreement to the extent necessary so that NIGC approval pursuant to 25 U.S.C. § 2701 et seq. is no longer required. If Seller so requests, the parties agree to jointly submit this Agreement in a timely fashion to the NIGC so that the NIGC may conduct its review and determine whether or not the Agreement does, in fact, constitute a Management Contract.
5. **NO PROPRIETARY INTEREST.** The parties agree that the Agreement is not intended to convey or provide in any way a proprietary interest in the Tribal gaming operations, and that the Tribe continues to retain the sole proprietary interest in its casino.



MASTER EQUIPMENT PURCHASE AGREEMENT

EXHIBIT F
TRIBAL RIDER

- 6. **COMPLIANCE WITH TRIBAL LAW.** Buyer represents (a) that acceptance of the Agreement and the Agreement's terms and conditions, including without limitation, those set forth in this Exhibit F, complies with the Tribal laws, rules, and ordinances and any regulations promulgated thereunder ("**Tribal Law**"); (b) that Seller's obligations are solely as set forth in the Agreement; and (c) that Tribal Law places no other obligations upon Buyer by operation of law, inclusion by reference or otherwise.
- 7. **CONFLICT OF TERMS.** No contrary or additional terms contained elsewhere in the Agreement or in any Order shall in any way modify or alter the terms of this Exhibit F, unless expressly agreed between the parties in writing.
- 8. **INSURANCE.** During the term of this Agreement, Buyer shall maintain insurance policies with coverages no less than fifty percent (50%) than those set forth below. Buyer shall provide evidence of such coverages to Seller upon request.

		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 1/23/2020	
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.					
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).					
PRODUCER Brown & Brown of Washington, Inc. 800 5th Ave Suite 2400 Seattle WA 98104			CONTACT NAME: Ethan Olesen PHONE (A/C, No, Ext): 206-956-1642 FAX (A/C, No): 206-956-9604 E-MAIL ADDRESS: eolesen@bbseattle.com		
INSURED Squaxin Island Gaming Enterprises dba Little Creek Casino West 91 Highway 108 Shelton WA 98584			INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : HUDSON INSURANCE COMPANY 25054 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** 508002876 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			NACL00085-15	10/1/2019	10/1/2020	EACH OCCURRENCE \$ 10,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 250,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 10,000,000 GENERAL AGGREGATE \$ 12,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED. RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Insurance

CERTIFICATE HOLDER Evidence of Insurance	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--



IN WITNESS WHEREOF, this Exhibit F to the Agreement is hereby executed by authorized representatives of the parties as of the dates set forth below.

SELLER

BY: _____
NAME: _____
TITLE: _____
DATE: _____

BUYER

BY: _____
NAME: _____
TITLE: _____
DATE: _____

TRIBE

BY: _____
NAME: _____
TITLE: _____
DATE: _____












EVERI Resolution

Final Audit Report

2021-08-13

Created:	2021-08-13
By:	Melissa Puhn (mpuhn@squaxin.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAak4t87fKqPgncj8mDFIDEC2DiRraJEavu

"EVERI Resolution" History

-  Document created by Melissa Puhn (mpuhn@squaxin.us)
2021-08-13 - 5:51:30 PM GMT- IP address: 216.235.106.129
-  Document emailed to Kristopher K. Peters (kpeters@squaxin.us) for signature
2021-08-13 - 5:52:03 PM GMT
-  Email viewed by Kristopher K. Peters (kpeters@squaxin.us)
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-  Document e-signed by Kristopher K. Peters (kpeters@squaxin.us)
Signature Date: 2021-08-13 - 5:59:13 PM GMT - Time Source: server- IP address: 71.231.44.163
-  Document emailed to Patrick Braese (pbraese@squaxin.us) for signature
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-  Document emailed to Charlene Krise (ckrise@squaxin.us) for signature
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-  Email viewed by Charlene Krise (ckrise@squaxin.us)
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-  Document e-signed by Charlene Krise (ckrise@squaxin.us)
Signature Date: 2021-08-13 - 9:54:08 PM GMT - Time Source: server- IP address: 216.235.106.129
-  Agreement completed.
2021-08-13 - 9:54:08 PM GMT