



SQUAXIN ISLAND TRIBE

RESOLUTION NO. 14-06

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 the tribal members, and with protecting and managing the lands and treaty resources and rights of the Tribe; 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 Tribe is a federally recognized Indian Tribe possessing reserved power, including powers of self-government; and

WHEREAS, the Tribe has established the Little Creek Casino Resort ("Casino") as an economic development arm of the Squaxin Island Tribe; and

WHEREAS, Casino staff have negotiated the terms of a Master License and Support Agreement with Micro Gaming Technologies, Inc. ("MGT") for the purchase of promotional kiosk software, hardware, and related materials; and

WHEREAS, in order to induce MGT to complete and execute the Agreement and perform the same, it is necessary for the Tribal Council to ratify and approve the terms and conditions of a limited waiver of sovereign immunity, included within an Addendum to the Agreement, which authority is reserved to Tribal Council, and consent that the Casino be subject to suit with respect to certain limited and enumerated claims for payment under the Agreement.

NOW THEREFORE BE IT RESOLVED, that the Squaxin Island Tribal Council hereby authorizes the Casino to execute a limited waiver of sovereign immunity in substantially the same form as included in the Agreement as modified by the Addendum and attached hereto; and

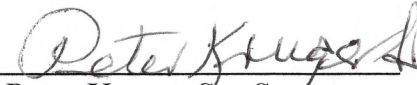
NOW THEREFORE BE IT FINALLY RESOLVED, that the Tribal Council hereby authorizes Michael Starr, CEO to do any and all acts necessary to enter and carry out the modified Agreement.

CERTIFICATION


The Squaxin Island Tribal Council does hereby certify that the foregoing Resolution was adopted at the regular meeting of the Squaxin Island Tribal Council, held on this 13th day of February, 2014, at which time a quorum was present and was passed by a vote of 4 for and 0 against with 0 abstentions.



David Lopeman, Chairman

Attested by: 

Peter Kruger Sr., Secretary



Arnold Cooper, Vice Chairman

MICRO GAMING TECHNOLOGIES
PROMO KIOSK SOFTWARE
MASTER LICENSE AND SUPPORT AGREEMENT

THIS MASTER LICENSE AND SUPPORT AGREEMENT is entered into and made effective as of the last date executed below by and between **Micro Gaming Technologies, Inc.**, a Nevada corporation, with its principal place of business at 7690 W. Sahara, Las Vegas, NV 89117 ("MGT"), and **Little Creek Casino Resort** located at 91 West State Route 108, Shelton, WA 98584 owned and operated by the Squaxin Island Tribe, a federally recognized Indian Tribe (collectively the "Customer").

1. **GRANT OF MGT PERPETUAL LICENSE.** Customer is granted a non-exclusive, non-transferable license to Use the SOFTWARE licensed hereunder, for so long as this Agreement remains in effect. The term "USE" is limited to mean loading the SOFTWARE on and manipulating data with the SOFTWARE in active random access memory and installing one copy of the SOFTWARE on an internal hard disk. The SOFTWARE shall be used solely for Customer's internal business purpose. "SOFTWARE" means, collectively, the version(s) of MGT software program(s) set forth in the Sales Order in object code format, together with accompanying written materials provided to Customer by MGT including updates, and documentation that may be provided to the Customer from time to time. A single license grants Customer a license to use the SOFTWARE on a single internal network at one physical location. Customer shall take reasonable steps to advise all licensed SOFTWARE users of Customer of the terms of this Master License and Support Agreement and accompanying licenses. Customer may either (a) make one copy of the SOFTWARE or (b) transfer the SOFTWARE to a single hard disk for backup or archival purposes only. Customer may not copy the written materials accompanying the SOFTWARE, except with MGT's prior written consent.
2. **GRANT OF MODULE LICENSES.** Any Module License granted to Customer is on a monthly, continuous, non-exclusive, non-transferable license to Use the SOFTWARE licensed hereunder, for so long as this Agreement remains in effect. The term "USE" shall mean the same as in section 1 above. The grant of a module license(s) is on a continuous monthly basis with consecutive monthly payments. Failure to pay on a monthly basis shall render this Agreement null and void as to the specific module license not paid for hereunder and may not be renewed without a separate writing executed by both parties. A module license has a minimum term as stated in the sales order and the monthly fee shall not be increased during the minimum term. Customer shall be provided with ninety (90) days' notice prior to any increase in the module license fee that is to take effect after the completion of the minimum term. Customer's failure to utilize any of the modules SOFTWARE in any given month does not negate Customer's obligation to pay the applicable module license fees for that month.
3. **LICENSE RESTRICTIONS.** Customer may not rent, lease, transfer or export the SOFTWARE outside of the United States or to any third-party. The SOFTWARE may not be installed or made accessible to any third party, and shall not be placed or made available on any service bureau, time-sharing, or other computer facility or arrangement accessible to third parties. All computers and workstations on which the SOFTWARE is used must be owned and/or controlled by Customer. Customer agrees not to attempt to create, or permit others to attempt to create, by reverse engineering, reverse compiling or disassembling or otherwise, any part of the source programs from the object programs made available to Customer.
4. **TRANSFER/ASSIGNMENT OF LICENSE.** A License is required for each casino location that uses the SOFTWARE, even if the casinos are served by a central common server. Casino, as used in this section, means a licensed gaming establishment. The Licenses granted as part of this Agreement cannot be transferred or assigned without MGT's written consent which will not be unreasonably withheld.
5. **LICENSE FEES.** The SOFTWARE to be licensed to Customer and the fees associated with each license are set forth in the MGT Sales Order and are exclusive of shipping, taxes, and duties, which shall be paid by Customer. Customer shall pay MGT a late payment fee of one percent (1%) per month, or the highest rate permitted by law for any and all invoices not paid to MGT within thirty (30) days after the date of rendering. Any travel costs associated with the installation of the SOFTWARE are not included in the License Fee and shall be at Customer's expense.
6. **LIMITED WARRANTY.** MGT warrants that the SOFTWARE will perform substantially in accordance with the accompanying written materials for a period of thirty (30) days from the date of completion of installation of the SOFTWARE to Customer.
7. **CUSTOMER REMEDIES.** In all cases involving failure of the performance of the SOFTWARE during the 30-day warranty period, MGT's entire liability and Customer's exclusive remedy shall be, at MGT's option, either (a) return of the price paid for the SOFTWARE (excluding any updated, modified or enhanced versions which are provided to Customer

without a separate charge) or (b) repair or replacement of the SOFTWARE that does not meet MGT's Limited Warranty. The Limited Warranty is void if (i) the SOFTWARE is not used in accordance with the accompanying written materials; (ii) the SOFTWARE has been modified by Customer without the written approval of MGT, or (iii) malfunctioning of Customer's equipment results in any portion of the SOFTWARE becoming inoperative. Any replacement SOFTWARE will be warranted for the remainder of the original 30-day warranty period or an additional fifteen (15) days, whichever is longer.

8. **PROPRIETARY RIGHTS INDEMNITY.** MGT agrees to defend Customer against any claim or action based on any alleged infringement of any United States patent, copyright, trademark or trade secret as a result of the use of the SOFTWARE provided to Customer pursuant to this Agreement, according to the terms and conditions specified in this section. MGT agrees to indemnify and hold Customer harmless for any costs and/or damages awarded against Customer in any such infringement claim or action or settlement thereof; provided MGT is promptly notified in writing of any such suit or claim against Customer and further provided that Customer grants MGT sole control of the defense and any related settlement negotiations and cooperates with MGT in the defense of such claim. Notwithstanding the foregoing, MGT shall have no liability to Customer if the infringement results from (a) use of the SOFTWARE in combination with particular software or hardware, where there would otherwise not be an infringement, (b) modifications to the SOFTWARE not made by MGT, if such infringement would have been avoided by the absence of such modifications, or (c) use of other than a current release of the SOFTWARE, if such infringement would have been avoided by use of a current release, (d) failure to change operational parameters or methodologies if such infringement would be avoided by the changes. The foregoing states the entire liability of MGT with respect to infringement of any patents, copyrights, trademarks or trade secrets by SOFTWARE.
9. **NO OTHER WARRANTIES.** To the maximum extent permitted by applicable law, MGT disclaims all other warranties, either express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose with regard to the SOFTWARE.
10. **LIMITATION OF LIABILITY.** To the maximum extent permitted by law, in no event shall MGT be liable for any damages whatsoever (including without limitation, special, incidental, consequential, or indirect damages for personal injury, loss of business profits, business interruption, loss of information, loss of use of equipment, or any other pecuniary loss) arising out of use or inability to use the SOFTWARE, even if MGT has been advised of the possibility of such damages. In any case, MGT's entire liability under any provision of this agreement shall be limited to the amount actually paid by Customer for the SOFTWARE without regard to whether a claim is based in contract or tort, including negligence.
11. **OWNERSHIP PROPRIETARY RIGHTS.** Customer acknowledges that MGT owns and shall retain all proprietary rights in the SOFTWARE, the ideas and expressions contained therein, all updates and enhancements, all physical forms thereof, and any and all modifications made by or on behalf of Customer, the documentation, any accompanying materials, and all copyrights, patents, trademarks, service marks or other intellectual or proprietary rights relating to the above. Customer expressly consents to the applicability and enforcement of the U.S. Copyright, Patent, Trademark & Trade Secret laws to MGT's confidential information and consents to be sued in the U.S. District Court located in the state of Customer's location for resolution of any intellectual property disputes involving MGT's SOFTWARE. This section shall survive the termination of this Agreement.
12. **THIRD PARTY PRODUCTS.** All property rights in the SOFTWARE and any accompanying materials provided to Customer are owned by, and shall remain the property of MGT or its suppliers and superior licensors, and are protected by United States copyrights laws and the copyright laws of other countries.
13. **TAXES AND DUTIES.** Unless Customer provides MGT with a copy of a valid tax exemption certificate, Customer shall pay MGT for all sales, use, property, customs, excise or other taxes (but not including taxes based upon MGT's income) imposed on Customer, or required to be collected by MGT, or imposed on the SOFTWARE or its use, irrespective of whether included in the initial invoice sent to Customer by MGT.
14. **GOVERNING LAWS, VENUE, SEVERABILITY.** This Agreement shall be interpreted first under the laws of the Tribe applicable to Customer. If no laws are applicable to the dispute at issue, then the laws of the State of Nevada shall govern. MGT agrees to adhere to Customer's minimum internal control standards as applicable. If any provision of this Agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of the remaining provisions of this Agreement. Should any legal action be necessary to enforce the provisions of this Agreement it shall be filed before the Tribal Court where Customer is located. If Customer is owned and operated by a federally recognized Indian Tribe, the Customer expressly consents to be sued, and waives any defense based upon immunity, in the Tribal Court having jurisdiction over Customer or the U.S. District Court in

the State of Customer's location for the limited purpose of enforcing the obligations and exercising the remedies of Customer or MGT under this Agreement. Notwithstanding the above, a party may enforce an order, judgment or verdict of the Customer's Tribal Court in a state, federal or other tribal court. In the event either party hereto brings any legal proceeding to enforce or to obtain a declaration of its rights under the Agreement, the prevailing party in such legal proceeding shall be entitled to recover its reasonable attorneys' fees and costs incurred in the proceeding from the non-prevailing party. This section shall survive the termination of this Agreement.

15. **TERMINATION.** Customer may terminate this Agreement with MGT, for any or no reason, upon thirty (30) day's written notice to MGT. Upon the termination of this Agreement, for any reason, Customer shall cease using the SOFTWARE and Documentation, and Customer shall certify in writing to MGT, by an officer of Customer, that all copies (in any form or media) of the SOFTWARE and Documentation have been destroyed or returned to MGT. Customer shall grant MGT right of entry to Customer's premises to uninstall the software or verify that the software has been uninstalled so long as MGT gives 72 hours' notice and entry occurs during normal business hours. Termination of this Agreement or any particular license shall not relieve Customer's obligations to pay all fees incurred prior to such termination, and shall not limit either party from pursuing any other remedies available to it under this Agreement. Customer will be responsible for any outstanding fees arising from a minimum term. MGT shall refund all fees paid in advance that were not pursuant to a minimum term. There is no refund for any perpetual license except under the conditions stated in Section 17.
16. **COMPLIANCE REQUIREMENTS.** The parties agree that the performance by each party of the terms and provisions of this Agreement is contingent upon obtaining all necessary approvals from any and all governmental regulatory agencies in any jurisdiction where they are licensed. Each agrees to fully cooperate with the other in providing any and all information and documents that may be requested by any regulatory agency having jurisdiction over Customer or MGT. This will be a continuing obligation of each party for so long as this Agreement is in effect. In the event that any applicable gaming regulatory agency determines that this Agreement cannot be performed as set forth, or as intended by the Parties, it will be amended if at all possible to reflect the requirement of that agency, provided that the Parties can agree. If such an amendment cannot be effected then this Agreement shall terminate as to that regulatory jurisdiction. In the event that any applicable regulatory agency determines that the agreement cannot be approved initially for any reason, then the parties agree that it shall be considered null and void as it relates to that jurisdiction. If as a result of later circumstances a regulatory agency determines that the agreement cannot continue then the parties agree that it shall terminate as of the date of that finding as it relates to that jurisdiction. Neither party shall be liable to the other for costs, expenses, or damages of any kind that result from the failure to perform this agreement if such failure results from a denied approval from regulatory agency or from a later determination by such an agency that the agreement must be terminated. MGT shall obtain and continue to maintain any license, registration or certification required by any regulatory agency having authority over Customer at Customer's expense.
17. **REIMBURSEMENT FOR TERMINATION FOR REGULATORY REASONS.** If this Agreement is terminated for regulatory reasons some fees will be reimbursed to Customer in accordance with this section. If Customer has purchased a perpetual license, no amounts paid for the perpetual license shall be reimbursed if the perpetual License has been in effect for four (4) months or more at the time of termination of the perpetual License for regulatory reasons. Any license fees paid in advance for a monthly or Module License that was not incurred at the time of termination for regulatory reasons shall be reimbursed. Any maintenance and support fees paid in advance that were not incurred at the time of termination for regulatory reasons shall be reimbursed. This section regarding reimbursement only applies to termination of the agreement for regulatory reasons.
18. **CONFIDENTIALITY AND NON-DISCLOSURE.** Both parties acknowledge and understand that each may be exposed to confidential and proprietary information of the other party (the "Confidential Information") during the term of this Agreement. Confidential information does not include: (i) information already known by either party prior to Customer's receipt of MGT's Proposal; (ii) information in the public domain through no wrongful act of either party; or (iii) information received by either party from a third party who was free to disclose it and had no apparent confidentiality obligations to the other party. Each party agrees not to use, commercialize, or disclose any Confidential Information to any person or entity except as maybe contemplated by this Agreement or as approved in writing by the party claiming ownership of such confidential information. Each party agrees to use at least the same degree of care in safeguarding the Confidential Information as it uses in safeguarding its own Confidential Information. Either party's unauthorized use or disclosure of Confidential Information shall cause irreparable harm and remedy at law for such breach will be inadequate and immeasurable in monetary terms, and therefore the party claiming ownership of such Confidential Information is also entitled to protection from such violations in the form of an injunction restraining the violations thereof or compelling the promised performance without bond, in addition to all other remedies available under law. The obligations of this Section 18 are intended to be perpetual and shall survive any termination of a License granted by MGT and any termination of this Agreement.

19. **MAINTENANCE AND SUPPORT SERVICES.** If Customer has purchased Maintenance and Support Services from MGT, Customer agrees to pay Maintenance Fees as specified in the Sales Order. For so long as Customer is current in the payment of all maintenance fees, with respect to each property, Customer shall be entitled to telephone support and Software upgrades, including but not limited to, upgrades, patches, bug fixes, and hot fixes (collectively, the "Upgrades"), after the applicable warranty period stated in Section 6 on initial installations, in accordance with MGT's current maintenance policy. All Upgrades of the Software provided to Customer by MGT shall be automatically deemed to be Software and shall be governed by and subject to the terms and conditions of this Master Agreement with MGT in the entirety. MGT reserves the right to provide maintenance and support services described herein through subcontractors. Customer may renew its order for maintenance annually based upon MGT's then-current maintenance policy and fees by completing the appropriate documentation. MGT does not have any obligations to provide support, maintenance, updates, modifications, or new releases under this Agreement unless maintenance and support has been purchased by Customer .
20. **MGT's MAINTENANCE AND SUPPORT POLICY.** If Customer has purchased Maintenance and Support Services from MGT, then in the event Customer, in its sole and absolute discretion, provides MGT with the ability to remotely access Customer's system, MGT will provide 24/7 remote support; provided, however, that such approved remote access shall at all times be consistent with Customer's policies and procedures. If the Customer does not provide MGT with remote access, then MGT will provide 24/7 phone support. MGT will repair or replace any faulty software components. MGT will provide free Upgrades to the latest version of the Software excluding any flash screens and graphic elements. MGT will provide assistance and advice to the Customer's marketing department for set up and design of promotions, however, MGT does not guarantee the results, success, or level of performance of any promotions of the Customer. MGT is not liable for loss of business or profits based on the performance of any promotion created or conducted by Customer. If Customer experiences a "critical failure", defined as an inability to use the Software, then MGT will provide support within two (2) hours of the reported failure. In the event Customer experiences a degraded or inconsistent performance of the Software, then MGT will provide support within four (4) hours of the reported failure. Upon commencement of remote or phone support, MGT will actively begin troubleshooting the cause of the reported failure and will diligently pursue corrective measures until the failure is resolved. If following remote support a timely resolution has not been achieved, MGT agrees that on-site support will be provided at no additional labor charges to Customer. An on-site support labor fee of Five Hundred Dollars (\$500) per day will be charged for circumstances where MGT is not provided with the ability to remotely access Customer's system or at Customer's written request for on-site service. MGT will provide on-site support within 48 hours of Customer's written request for on-site service. The on-site support fee shall be charged for travel time to Customer location and shall include not more than 10 hours of continuous support per calendar day until the issue is resolved. The on-site support fee shall not apply to on-site visits that are a result of faulty Software provided by MGT. In all on-site support circumstances Customer agrees to pay for travel costs of MGT's support staff when on-site support is provided
21. **INSURANCE.** MGT will maintain insurance and provide proof of insurance from an insurer of an A.M. Best Rating of at least A- at Customer's request with the following limits: (a) Commercial General Liability Insurance with limits of no less than \$2,000,000 each occurrence and \$4,000,000 aggregate; Personal Injury and Advertising Injury \$2,000,000; and Products Completed Operations Aggregate of \$2,000,000; (b) Statutory Workers' Compensation Insurance and Employer's Liability Insurance at limits not less than \$1,000,000 bodily injury each accident; \$1,000,000 bodily injury by disease policy limit and \$1,000,000 bodily injury by disease each employee. Any request by Customer to be listed as an additional insured will be accommodated by MGT at Customer's expense.
22. **ENTIRE AGREEMENT.** This Agreement, including Sales Orders and Exhibits, constitute the entire agreement and understanding between MGT and Customer with respect to the subject matter hereof and supersede any prior agreements and understandings between the parties with respect to the SOFTWARE Licenses and Services. Any additional or different terms in any documents furnished by Customer are specifically objected to and will not be part of this Agreement. This Agreement may be amended or superseded only by a written instrument executed by MGT and Customer. This Agreement shall be binding upon and (subject to Section 2 and 3) inure to the benefit of the successors and assigns of MGT and Customer.
23. **AUTHORIZATION.** The Parties acknowledge that those authorized representatives whose signatures appear below have the authority to execute this Master Agreement and bind the Parties, including each individual casino property granted a license under this Agreement, to the provisions of this Agreement. Each Party represents, covenants and warrants to the other as a material part of the consideration for entering into this Agreement, as follows: (i) the party is a corporation, or other duly organized entity, and validly existing under the laws of the state of Nevada or of the applicable state or Tribe in which Customer is located; (ii) the execution of this Agreement has been duly authorized by all necessary corporate or tribal action on behalf of party; (iii) the party has or will obtain all licenses, permits and approvals of all governmental authorities

necessary or appropriate to perform party's obligations under this Agreement. This Master Agreement may be executed in any number of counterparts, each of which shall be considered an original, but all of which counterparts shall be deemed to be one and the same document. Parties may execute this Agreement and corresponding Licenses and Services by signatures obtained through facsimile (including facsimile sent through e-mail), and those signatures may be relied upon by the other party as valid as if they were signed in the presence of the other party. This Agreement is not binding until executed by both Parties.

MICRO GAMING TECHNOLOGIES, INC.

LITTLE CREEK CASINO RESORT

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**ADDENDUM TO MICRO GAMING TECHNOLOGIES
PROMO KIOSK SOFTWARE MASTER LICENSE AND SUPPORT AGREEMENT**

This ADDENDUM TO MICRO GAMING TECHNOLOGIES PROMO KIOSK SOFTWARE MASTER LICENSE AND SUPPORT AGREEMENT ("Addendum") entered into and made effective as of the last date executed below by and between **Micro Gaming Technologies, Inc.**, a Nevada corporation, with its principal place of business at 7690 W. Sahara, Las Vegas, NV 89117 ("MGT"), and **Little Creek Casino Resort** located at 91 West State Route 108, Shelton, WA 98584 owned and operated by the Squaxin Island Tribe, a federally recognized Indian Tribe (collectively the "Customer").

Section 13 of the Agreement is amended to read as follows:

TAXES AND DUTIES. Unless Customer provides MGT with a copy of a valid tax exemption certificate, Customer shall pay MGT for all sales, use, property, customs, excise or other taxes (but not including taxes based upon MGT's income) imposed on Customer, or required to be collected by MGT, or imposed on the SOFTWARE or its use, irrespective of whether included in the initial invoice sent to Customer by MGT. Provided Customer provides MGT with a copy of a valid tax exemption certificate, MGT shall comply fully with WAC 458-20-192 and all other Washington State Department of Revenue procedural requirements necessary to perfect any available exemption from state taxation, including exemptions from sales tax and business and occupation tax. MGT agrees to reduce any amounts otherwise owed under this Agreement on a one for one basis by the resulting tax savings.

Section 14 of the Agreement is amended to read as follows:

GOVERNING LAWS, VENUE, SEVERABILITY. This Agreement shall be interpreted first under the laws of the Tribe applicable to Customer. If no laws are applicable to the dispute at issue, then the laws of the State of Washington shall govern. MGT agrees to adhere to Customer's minimum internal control standards as applicable. If any provision of this Agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of the remaining provisions of this Agreement. Should any legal action be necessary to enforce the provisions of this Agreement it shall be filed before the Tribal Court where Customer is located. If Customer is owned and operated by a federally recognized Indian Tribe, the Customer expressly consents to be sued in the Tribal Court having jurisdiction over Customer or the U.S. District Court in the State of Customer's location for the limited purpose of enforcing the obligations and exercising the remedies of Customer or MGT under this Agreement. Notwithstanding the above, a party may enforce an order, judgment or verdict of the Customer's Tribal Court in a state, federal or other tribal court. In the event either party hereto brings any legal proceeding to enforce or to obtain a declaration of its rights under the Agreement, the prevailing party in such legal proceeding shall be entitled to recover its reasonable attorneys' fees and costs incurred in the proceeding from the non-prevailing party. This section shall survive the termination of this Agreement. Customer agrees to provide a limited waiver of sovereign immunity with respect to the obligations arising under this Agreement; PROVIDED that (a) the waiver is granted solely in favor of MGT, (b) any monetary recovery under the waiver shall not exceed the sum of those unpaid license fees properly due under this Agreement plus the actual proceeds of available insurance,(c) the limitation of monetary recovery shall not apply to any actions under Section 11 of this Agreement.

MICRO GAMING TECHNOLOGIES, INC.

LITTLE CREEK CASINO RESORT

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**ADDENDUM TO MICRO GAMING TECHNOLOGIES
PROMO KIOSK SOFTWARE MASTER LICENSE AND SUPPORT AGREEMENT**

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Section 14 of the Agreement is amended to read as follows:

GOVERNING LAWS, VENUE, SEVERABILITY. This Agreement shall be interpreted first under the laws of the Tribe applicable to Customer. If no laws are applicable to the dispute at issue, then the laws of the State of ~~(Nevada)~~ Washington shall govern. MGT agrees to adhere to Customer's minimum internal control standards as applicable. If any provision of this Agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of the remaining provisions of this Agreement. Should any legal action be necessary to enforce the provisions of this Agreement it shall be filed before the Tribal Court where Customer is located. If Customer is owned and operated by a federally recognized Indian Tribe, the Customer expressly consents to be sued ~~(, and waives any defense based upon immunity,))~~ in the Tribal Court having jurisdiction over Customer or the U.S. District Court in the State of Customer's location for the limited purpose of enforcing the obligations and exercising the remedies of Customer or MGT under this Agreement. Notwithstanding the above, a party may enforce an order, judgment or verdict of the Customer's Tribal Court in a state, federal or other tribal court. In the event either party hereto brings any legal proceeding to enforce or to obtain a declaration of its rights under the Agreement, the prevailing party in such legal proceeding shall be entitled to recover its reasonable attorneys' fees and costs incurred in the proceeding from the non-prevailing party. This section shall survive the termination of this Agreement. Customer agrees to provide a limited waiver of sovereign immunity with respect to the obligations arising under this Agreement: PROVIDED that (a) the waiver is granted solely in favor of MGT, (b) any monetary recovery under the waiver shall not exceed the sum of those unpaid license fees properly due under this Agreement plus the actual proceeds of available insurance, (c) the limitation of monetary recovery shall not apply to any actions under Section 11 of this Agreement.

MICRO GAMING TECHNOLOGIES, INC.

LITTLE CREEK CASINO RESORT

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



SALES ORDER

Questions? Call us at 702-360-8550

Salesman: Travis Carrico
 Client: Little Creek Casino
 Location: 91 W. State Rt. 108, Shelton, WA 98584
 PTS: MGT2Bally CMP

Updated Feb. 11, 2014

Product Number	Name	Description	Terms	Requires 3rd Party Interface	Price	Total
Section I - MGT Promo Suite		Single Property	Please Initial Below to accept			
	Software License	Perpetual License				
	Promo Intelligence	MGT Promo Suite Vs. 4.5	50% down 50% install		\$125,000.00	
1044PM	MGT Interface	MGT2PTS to Bally CMP		Yes*	\$15,000.00	
1044OK	PROMO 4.5	MGT Promo Vs. 4.5 Promo Manager			Included	
1044OK	OK 4.5	MGT Promo Vs. 4.5 Offer Kiosk			Included	
1044KM	Kman 4.5	MGT Promo Vs. 4.5 Kman			Included	
1044TP	SM	Service Manager posts rewards to Player Tracking			Included	
	Points / Multipliers	Post Points / Multipliers	Requires Bally Gateway	Yes*	Included	
	Comps / Multipliers	Post Comps / Multipliers	Requires Bally Gateway	Yes*	Included	
	Promo Slot Credits	Post Promo Slot Credits	Requires Bally Gateway	Yes*	Not Included	
1018	Control Entry Import	Upload unique customer accounts into a promotion			Included	
1025	Prize Par Calculator	Excel Tool to design allocation/cost of prizes			Included	
1026	MGT Reports	Excel Report Package			Included	
1022	Catalog Games	Flash Games (5 standard games)			\$3,750.00	
		"Wheel 2"			Included	
		"Pick a Card 2"			Included	
		"Pick - a- Chip"			Included	
		"Birthday Revealer"			Included	
		1-Your Choice (pick 1 game from the catalog)			Included	
1012	MGT2POS	POS Interface for voucher redemption		Yes*	\$5,000.00	
	Kiosk Flash Screens	Branding and design of Kiosk screens			\$4,000.00	
1030	Install/Training	On-Site Installation & Training (5 days total)			\$9,250.00	
	**Discount	Extras are Free			\$37,000.00	
	**Discount	Bally CMP Gateway Allowance			\$22,500.00	
			\$30,000 Down - Balance paid in 5 equal monthly payments of \$14,500			
		Total				\$102,500.00

Initial _____

*Yes - Customer responsible for 3rd party for pricing on the required gateway.

**Discount -Special Terms and Conditions May Apply - See your license agreement for details

***Travel Expenses Not Included

Section II - Hardware		Please Initial Below to accept		
Hardware	Thinman Kiosks			
KIOSKHRDW	Kiosk Hardware (See Payment Terms Below)			
	0- Single 17" Monitor Thinman @ \$5950 ea.			\$0.00
	6- Dual 17" Monitor Thinman @ \$6950 ea.			\$41,700.00
**Discount	Per Mark Bryant			\$1,700.00
	Total	100% Pre-Paid		\$40,000.00

Initial _____

All Kiosk Sales are Final - KIS KIOSK Hardware sales are final and NON-REFUNDABLE.

KIS KIOSK Hardware includes all needed hardware, Operating Software, One year warranty, and Shipping

Section III A - Lease Modules				
Software License	Lease License			
1044ED	Edraw Suite Module - Lease	Single Property		\$900/month
	Draw Conductor			Included
	Draw Client			Included
	Draw ME			Included
	Import Draw ME			Included
	Drawing Flash Screens			Included
1016	EMAIL / Phone Email/Cell Phone Flash Screens			Included
	Tier Status/Acct. Info. View			Included
1028	Tier Status/Acct. Info. Flash Screens			Included
	Total	Paid Monthly		\$900.00

Single Property

Initial _____

Section IV - MGT Promo Game Applications		Please Initial Below to accept		
Software License	Lease License			
Promo App	MGT Promotion Game Application Manager	Single Property		\$500/mth
Software	Promo Game Manager software used to rank participants answers and report winners			Included
UGuess Flash	1-Branded Keypad for single number guess			Included
UPick Flash	1-Branded Flash Game for 2-6 Picks	Your Choice		Included
**Discount	Free for 12 months			\$6,000.00
	Total	Paid Monthly		\$0.00

Single Property

Initial _____

***MGT Support/Maintenance Contract covers all Promo Game apps

Section VI- Maintenance and Support **Please Initial Below to accept**

Software Support MGT Support	Support and Maintenance Agreement Promotional Intelligence Suite Perpetual License - MGT Promo Vs. 4.5 Promo Intelligence Suite	Single Property	\$1,800/month Included	
	Total		Paid Monthly	\$1,800.00
Warranty	Single Property First 30 Days Free		Initial _____	
***MGT Support/Maintenance Contract does not include travel expenses. All travel and related expenses will be billed separately at actual cost				

Other	Regulatory and Travel Fees			
Gaming Approval	All gaming related expenses in excess of \$1,500 will be billed at actual cost		TBD	
Travel Expenses	All travel expenses will be billed at actual cost		TBD	
			Initial _____	

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MGT Sales Order is not an invoice. Invoice and Payment Terms will be provided separately . KIS Kiosk hardware will not be ordered until full payment is received by MGT. All sales on KIS KIOSK HARDWARE are final and NON - refundable.
 *Note: 3rd party interfaces usually require a fee from the 3rd Party. Please visit with your 3rd Party representative for pricing. Customer is responsible for cost of interface from 3rd party.
 All Software and Support purchased under this Sales Order is subject to and a part of the MGT Promo Kiosk Software Master License and Support Agreement

_____ (Signature)
 Customer's Acceptance
 _____ (Print Name)
 _____ (Title)
 _____ (Date)