



SQUAXIN ISLAND TRIBE

RESOLUTION NO. 14-104

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, Casino staff have negotiated the terms of a Master Supply Agreement with NRT Technology Corp. dated September 1, 2014; and

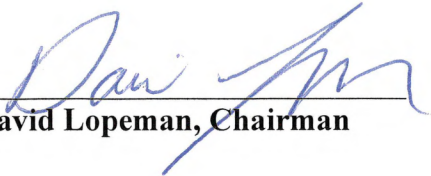
WHEREAS, in order to induce NRT to complete and execute the Agreement and perform the same, it is necessary for the Tribal Council to ratify and approve the terms and conditions of a limited waiver of sovereign immunity, which authority is reserved to Tribal Council, and consent that the Casino be subject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

NOW THEREFORE BE IT RESOLVED, that the Squaxin Island Tribal Council hereby approves the limited waiver of sovereign immunity within the attached Agreement; 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 Agreement.

CERTIFICATION

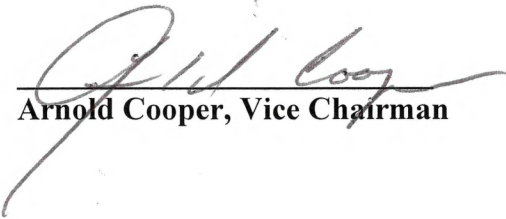
The Squaxin Island Tribal Council does hereby certify that the foregoing Resolution was adopted at the regular meeting of the Squaxin Island Tribal Council, held on this 28 day of August, 2014, at which time a quorum was present and was passed by a vote of 5 for and 0 against with 0 abstentions.



David Lopeman, Chairman

Attested by: 

Peter Kruger Sr., Secretary



Arnold Cooper, Vice Chairman



Master Supply Agreement

THIS MASTER SUPPLY AGREEMENT (this “**Agreement**”), effective as of September 1, 2014 (the “**Effective Date**”), is by and between **NRT TECHNOLOGY CORP.**, an Ontario corporation, having its principle office located at 10 Compass Court, Toronto, Ontario, M5S 5R3, Canada (“**Supplier**”), and the **Squaxin Island Tribe d/b/a Little Creek Casino Resort**, a wholly owned enterprise of the Squaxin Island Tribe, a federally recognized Indian tribe, having its principle office located at 91 West State Route 108, Shelton, Washington, 98584 (“**Buyer**” and together with Supplier the “**Parties**” and each individually a “**Party**”).

Background

A. Supplier is a leader in the field of cash handling solutions and associated products including the QuickJack™ ticket redemption kiosk which Supplier sells to casinos throughout the world. Supplier also provides certain software and hardware maintenance support services relating to Supplier’s products.

B. Buyer desires to purchase certain products and services from Supplier, and Supplier desires to sell and provide them to Buyer, upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1.0 Sale of Products

1.1 Products: Buyer, at its sole discretion, may order and purchase the products described on the product price schedule attached hereto (the “**Products**”) from Supplier, and Supplier will sell the Products to Buyer, pursuant to Buyer’s purchase orders as may be issued from time to time. Additional products may be added to and be covered by the terms of this Agreement at any time by the Parties agreeing upon a new price schedule incorporating such additional products and making such price schedule part of this Agreement by way of an Addendum to this Agreement.

2.0 Term; Renewal

2.1 The initial term of this Agreement (the “**Initial Term**”) will begin on the Effective Date and will expire on the first anniversary of the Effective Date (the “**Expiration Date**”), unless sooner terminated in accordance with the terms of this Agreement.

2.2 The Initial Term of this Agreement will be automatically renewed for successive quarterly periods (each a “**Renewal Term**”) unless, not less than sixty (60) days prior to the Expiration Date or the expiration of any Renewal Term, as the case may be, either Party gives written notice to the other Party that this Agreement will terminate upon the expiration of the Initial Term or any Renewal Term, as the case may be.

2.3 Each Renewal Term will be on the same terms and conditions contained in this Agreement, unless provided otherwise herein.

3.0 Purchase Orders

3.1 Purchase Orders: From time to time and in accordance with the terms of this Agreement, Buyer will issue purchase orders for Products. Each purchase order will specify the type and quantity of the Products to be supplied, Buyer's billing and shipping address, Buyer's federal tax identification number and the delivery date; provided, however, that the Parties must mutually agree upon the delivery dates. All purchase orders are subject to the terms and conditions of this Agreement. Any additions, deletions or differences in the terms and conditions of this Agreement (whether contained in Buyer's purchase order or any other document) which are proposed by Buyer are objected to and hereby rejected unless an authorized officer of Supplier otherwise specifically agrees in writing. In case of any conflicts on the same subject between this Agreement and any purchase orders, acceptances, correspondence and other documents forming part of any order for Products placed by or for Buyer and accepted by Supplier during the term of this Agreement, this Agreement will govern and prevail, and the conflicting terms and conditions of any such documents will be deemed deleted and will not be binding upon either Party insofar as they relate to this Agreement, unless otherwise agreed to in writing by the Parties.

3.2 Modification; Cancellation: Purchase orders may not be modified or cancelled without the prior written approval of Supplier. Upon an approved cancellation, Buyer will be responsible for, and will reimburse Supplier for, the cost of (a) unique materials purchased or ordered by Supplier specifically for performance of the cancelled purchase order that are not returnable to the vendor or cancelable by Supplier and (b) reasonable expenses incurred by Supplier related to labor and equipment obtained specifically for performance of the cancelled purchase order.

4.0 Purchase Prices; Payment Terms

4.1 The purchase price for a particular Product is shown in the attached price schedule covering such Product and such price remains valid for a period of one (1) year from the Effective Date. The purchase price for such Product after such one-year period, or for any additional Product added to the terms of this Agreement, will be the price shown in a new price schedule covering such Product agreed to by the Parties and incorporated into this Agreement by way of an Addendum. Charges for any software support services or hardware support services ("**Support Services**") as shown in any price schedule are subject to change as provided in Exhibit A and Exhibit B which form an integral part of this Agreement.

4.2 Unless otherwise shown in any price schedule, all purchase prices are in U.S. dollars and all transportation and other charges are the responsibility of Buyer. The prices of Products sold under this Agreement exclude all taxes (including but not limited to sales use, excise, value-added, non-resident, withholding and other similar taxes), duties and charges. Buyer is responsible for all such taxes, duties and charges resulting from this Agreement or as a result of Supplier's performance hereunder, whether now or hereafter imposed, levied, collected, withheld, or assessed. If Supplier is required to impose, levy, collect, withhold or assess any such taxes, duties or charges on any transaction under this Agreement, then in addition to the prices contained in this Agreement or any Addendum thereto, Supplier will invoice Buyer for such taxes, duties, and charges unless Buyer furnishes Supplier with an exemption certificate or other documentation sufficient to verify exemption from such taxes, duties or charges. If any taxes are required to be withheld from amounts paid or payable to Supplier under this Agreement or any Addendum thereto, (i) the amount will be increased so that the amounts Supplier receives net of the taxes withheld equals the amounts Supplier would have received had no taxes been required to be withheld, (ii) Buyer will withhold the required amount of taxes and pay such taxes on behalf of Supplier to the relevant taxing authority in accordance with applicable laws, and (iii) Buyer will forward proof of such withholding sufficient to establish the withholding amount and recipient to Supplier within thirty (30) days of payment or upon Supplier's request, whichever is earlier. In no event will Supplier be liable for taxes paid or payable by Buyer. Supplier acknowledges that Buyer is the wholly owned enterprise of a federally recognized Indian tribe, and as such, Buyer is exempt from state sales and use tax on goods and services delivered in Indian country and Supplier is exempt from business and occupation tax arising

from the same transactions. Supplier agrees to provide its full reasonable cooperation in securing all available exemptions from state taxation.

4.3 Terms of payment are net thirty (30) days from date of invoice. A minimum deposit charge of fifty percent (50%) of the total order value is required with each purchase order. The remaining 50% will be invoiced by Supplier when the Product is shipped to the Installation Location (as defined in Section 7.1(c) below). Buyer will be responsible for the payment of any applicable bank fees associated with the remittance of payment to Supplier. If full payment is not made by the due date, the unpaid balance will be subject to a finance charge of two percent (2%) of the unpaid balance per month (24% per annum) or such other interest rate as is allowed by law. The amount of all finance charges will be added to the balance owed to Supplier.

4.4 All reasonable travel and accommodations expenses incurred by Supplier in connection with the installation of any Product or associated training and Go Live support will be billed to Buyer at cost and Buyer will be responsible for such expenses. Upon Buyer's request, Supplier will provide Buyer with an estimate of such travel and accommodations expenses prior to booking. Typical expenses include airfare, car rental, mileage, gas, parking, meals and lodging.

4.5 If Buyer does not pay any amount due pursuant to this Agreement by the required due date, Supplier may, in addition to all other remedies available pursuant to this Agreement or applicable law, alter its payment terms to any other terms deemed appropriate by Supplier in the circumstances, including, for example, cash to be paid upon submission of an order or cash on delivery.

5.0 Shipping; Title; Risk of Loss and Acceptance

5.1 Products will be shipped F.O.B. Buyer's facility. Title to and the risk of loss or damage of the Products will pass to Buyer when the Products are delivered to the Installation Location. Supplier will: (i) pre-pay freight, insurance and any other charges applicable to the delivery of a Product to its Installation Location and charge such costs back to Buyer as a separate line item on the applicable invoice; and (ii) make all claims against the carrier with respect to loss or damage of Products incurred in transit and Buyer will assist Supplier in this process in a timely manner. Buyer will inspect each shipment upon receipt and (i) note any damage to the exterior packaging on the bill of lading provided by the carrier and (ii) notify Supplier of any such damage within two (2) days of receipt of shipment.

5.2 If Buyer believes there are any errors or shortages in any Product order, Buyer must notify Supplier of any such error or shortage within two (2) days after such Product order is delivered to Buyer. If no such notice is received by Supplier within this two-day period, such Products will be deemed accepted by Buyer.

6.0 Software; Hardware Support Services

6.1 Supplier will provide to Buyer, and Buyer will pay for the Support Services described on the attached Exhibits in accordance with the terms and conditions set forth on such Exhibits. Support Services during the warranty period as described in each Exhibit ("**Applicable Warranty Period**") will be provided by Supplier at no charge. Upon the expiration of the Applicable Warranty Periods, Supplier will continue to provide Support Services at Supplier's annual rates as outlined in each Exhibit. All of the terms and conditions contained in this Agreement, including, but not limited to, those contained in Articles 6 through 29, will apply to the Support Services. The Parties will have the additional rights and obligations set forth on such Exhibit and any conflicts on the same subject between the terms and conditions of this Agreement and the terms set forth on the Exhibit will be resolved in favor of this Agreement and this Agreement will govern.

6.2 The Support Services will be performed by installers, repair or maintenance personnel and/or supervisors with specialized knowledge of software or products, which are manufactured outside of the United States.

7.0 Intellectual Property Rights; Limited Software License

7.1 **Certain Definitions:** For purposes of this Agreement, the following terms will have the meanings set forth below:

- (a) **“Intellectual Property”** means all intellectual property of Supplier including, but not limited to, (i) all inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all patents, patent applications, and patent disclosures, together with all reissuances, continuations, continuations-in-part, revisions, extensions, and re-examinations thereof, (ii) all trademarks, service marks, trade dress, logos, trade names, and corporate names, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith, (iii) all copyrightable works, all copyrights, and all applications, registrations and renewals in connection therewith, (iv) all mask works and all applications, registrations, and renewals in connection therewith, (v) all trade secrets and confidential business information, (vi) all computer software (including data and related documentation and including software installed on hard disk drives), (vii) all copies and tangible embodiments thereof (in whatever form or medium) and (viii) all joint or partial interests in any of the foregoing.
- (b) **“NRT Licensed Application Software”** or **“NRT Licensed Software”** means the software described in Exhibit “A”, Schedule “A” and includes any and all other NRT software licensed to the Buyer under the terms and conditions of this Agreement.
- (c) **“Installation Location”** means, with respect to each Product, the location at which such Product is installed and where Supplier provides any Support Services with respect to such Product.

7.2 Limited Software License

- (a) Subject to Section 7.2(b) with respect to each Product purchased by Buyer under this Agreement, Supplier hereby grants to Buyer a revocable, nonexclusive, nontransferable, limited license, for Buyer’s personnel and patrons to use the NRT Licensed Application Software (provided that such license does not include a license to use any source code) solely on such Product or its Equipment (as defined below) at the Installation Location for such Product or Equipment. The license granted in this Section 7.2(a) is referred to in this Agreement as the **“License.”** Customer will not permit others to print copy or divulge, in whole or in part, the NRT Licensed Application Software without the prior written consent of Supplier.
- (b) The License will continue with respect to a particular Product for as long as Buyer owns such Product and will terminate automatically with respect to such Product once Buyer no longer owns the Product subject to the terms of Section 7.2(c) below.
- (c) Buyer acknowledges and agrees that Supplier will be entitled to revoke and terminate the License if Buyer breaches the terms of this Article 7 and fails to cure such breach within fifteen (15) days after Supplier advises Buyer of such breach. Upon such revocation and termination, Buyer will immediately cease all use of NRT Licensed Application Software and will, if directed by Supplier, promptly destroy or deliver to Supplier each and every part

of the NRT Licensed Application Software, including all copies thereof, under Buyer's control and permanently delete all NRT Licensed Application Software from Buyer's electronic files and computer databases.

- (d) Buyer will not, and Buyer has neither the right nor the power to, grant any sublicense under the License to any third party without the prior written consent of Supplier, which consent may be withheld in Supplier's sole discretion. No party other than Buyer has the right to exploit the License or any portion thereof.

7.3 Third Party Software: Buyer acknowledges that the Products contain certain software owned by OEMs or other third parties and agrees that the restrictions on use set forth in Section 7.2 with respect to the NRT Licensed Application Software will also apply to the use of the software owned by such OEMs or other third parties which is contained in the Products. The Parties acknowledge and agree that Supplier is not making or providing any warranties, either express or implied, with respect to any third-party software, including but not limited to, implied warranties of merchantability or fitness for a particular purpose.

7.4 Interface Software/Third Party Financial Service Software: In the event that Supplier develops and/or provides interface software which allows communication between the Buyer's host system and the Product ("Interface Software"), Supplier grants the Buyer a License to use such Interface Software in accordance with the terms of this Section 7. Unless otherwise stated in any price schedule attached hereto, the License pertaining to the Interface Software is provided by Supplier on a free of charge basis. Supplier does not warrant or represents that the Interface Software will be "error free". The Buyer expressly acknowledges and agrees that Supplier shall have no liability whatsoever to the Buyer and/or Buyer's patrons for any loss or damage of any kind resulting from Buyer's use of the Interface Software.

In the event that the Buyer elects to conduct financial processing services of a third party on any Product obtained hereunder, the Buyer hereby acknowledges and agrees that the Supplier shall have no liability to the Buyer or any third party in connection with claims and/or damages that arise from such financial processing services of a third party.

7.5 No Rights to Supplier Intellectual Property: Notwithstanding any other provision of this Agreement to the contrary or the termination of this Agreement, Supplier will own the exclusive rights and interests in and to all Intellectual Property owned by Supplier, including, but not limited to, the NRT Licensed Application Software, and any derivatives or modifications thereof, and all programming materials, including documentation created or developed by Supplier under this Agreement. Buyer acknowledges and agrees that no right, interest, ownership or privilege of use of any Intellectual Property owned by Supplier or to which Supplier has an interest is granted or conveyed to Buyer, or otherwise implied, by reason of entry into this Agreement or the performance under this Agreement, except for the License.

8.0 Limited Warranties

8.1 Supplier warrants that it has title, free of any liens or encumbrances, to Products sold to Buyer under this Agreement.

8.2 Warranty provisions applicable to the Product and Support Services are described in Exhibit "A" and Exhibit "B" of this Agreement, as applicable.

8.3 The warranties set forth in Exhibit "A" and Exhibit "B" of this Agreement will not be applicable to any damage or loss relating to a Product resulting from the misuse or mishandling of such Product by Buyer or any of its employees, agents or customers.

8.4 EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT , SUPPLIER MAKES NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE LICENSE OR ANY PRODUCTS OR SERVICES SOLD OR PROVIDED UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

9.0 Compliance with Laws

Each Party will comply with all applicable Tribal, federal, state, local and foreign laws, ordinances, rules, regulations, codes or orders in connection with their performance under this Agreement. In addition, Supplier will obtain and maintain all requisite registrations with the regulatory gaming bodies pursuant to applicable laws or regulations within the state or province in which the Installation Location is located. Each Party will cooperate with requests, inquiries, or investigations of gaming regulatory authorities or law enforcement agencies in connection with the performance of this Agreement. Each Party agrees to fully cooperate with the other in order to complete any necessary due diligence background investigation. If a Party, acting reasonably and in good faith, determines that continuation of this Agreement would jeopardize any gaming license(s), permit(s) or status of that Party or any of its affiliates with any gaming regulatory authority or similar law enforcement agency, that Party may terminate this Agreement immediately and neither Party shall have any additional rights and obligations hereunder, except as set forth in Section 16.6.

10.0 Security Interest; Equipment Financing

10.1 Buyer hereby grants to Supplier for the payment of the purchase price for the Products and the payment of all Support Services, and for the performance of its obligations under this Agreement and any other agreement with Supplier or any of its parent, subsidiary or affiliated companies, a security interest in the Products, all proceeds of the Products and in any peripheral equipment, supplies, parts or attachments, used or for use in connection with the Products (collectively the "Equipment"), purchased from time to time by Buyer from Supplier, and in any replacements of any of the foregoing. Upon the failure of Buyer to pay any such purchase price or any Support Service charges when due, or to perform any of its obligations under this Agreement, or any other agreement with Supplier or any of its parent, subsidiary or affiliated companies, Supplier will have all of the rights and remedies of a secured party under the Personal Property Security Act, the Uniform Commercial Code and any other applicable law.

11.0 Return of Non-Repairable Products

11.1 Non-repairable Products: products such as locks, covers, UPS, decals, candle lamps (light bulbs), accessories, bill cassettes, reject bins, cash boxes, depository boxes, paper, security tabs, vault doors, toppers, keyboard trays, cameras, fuser units for laser printers, and Buyer installed items (collectively and separately "Non-repairable Products") are not repairable. Unless such Non-repairable Products are received by the Buyer in a damaged condition, or are found to be defective by the Buyer upon receipt or a latent defect is discovered, and such damages or defects are not the fault of the Buyer or third party acting on Buyer's behalf, such Non-repairable Products shall have no warranty.

11.2 Return of Damaged or Defective Non-Repairable Products: Non-repairable Products which are received in a damaged or defective state may be returned to Supplier in Toronto, Ontario, Canada at Supplier's sole cost and expense. Supplier will inspect such Non-repairable Products and assess the reason for return. If after Supplier makes such inspection and in its reasonable judgment finds that the Non-repairable Products are damaged or defective through no fault of the Buyer or any third party acting on behalf of the Buyer, Supplier will replace the Non-repairable Products, free of charge, and return such Non-repairable Products to the Buyer freight prepaid. If upon inspection by Supplier, there is definitive evidence of use, abuse or damage by Buyer or any third party acting on behalf of the Buyer, such Non-repairable Products will be returned, scrapped, or replaced as instructed by the Buyer and will (a) be

subject to a minimum service charge, (b) if replaced, be subject to replacement charge as advised to Buyer by Supplier and (c) all transportation charges applicable to the return of such Non-repairable Product shall be borne by the Buyer.

11.3 Return of Surplus Non-Repairable Products: Surplus Non-repairable Products may be returned by Buyer for a credit if purchased within the previous thirty (30) days, are received pre-paid and in new and unused condition. All such returns will be subject to a restocking fee for re-handling. Such fee will be negotiated by the parties on a case by case basis.

11.4 Special Products: Return of Non-Repairable Products/parts made to special order or products that are not part of the Supplier product line or manufactured on a one time basis only will be evaluated separately.

11.5 Return Authorization: Under no circumstances will returns of any kind be accepted without (a) proof of purchase and (b) a Supplier authorization number.

12.0 Not used

13.0 Confidentiality

13.1 For purposes of this Agreement, the term “**Confidential Information**” means any and all information provided to a Party (the “**Recipient**”) by or on behalf of the other Party (the “**Disclosing Party**”), including, but not limited to, the Disclosing Party’s financial information, technical data, trade secrets, know-how, processes, technology, designs and all other intellectual property, sales data, marketing and promotional plans and information, information as to employees, customers, operating and business techniques and strategies, as well as all documents, plans, proposals, records, computer hardware and other tangible items and all computer software, data and other electronic media relating to or containing any such information, in whatsoever form, transmitted by or on behalf of the Disclosing Party to the Recipient or its Representatives, whether or not marked “confidential.”

13.2 Each Party agrees that Confidential Information of the other Party will only be utilized for the purposes of performing this Agreement or as necessary to implement the use for which rights are granted to such Party under this Agreement. Each Party will hold all of the other Party’s Confidential Information in strict confidence and will not disclose any Confidential Information to others, other than those of its Representative as necessary in the course of fulfilling such Party’s obligations under this Agreement or as necessary to implement the use for which rights are granted to such Party under this Agreement. Each Party will appropriately notify each of its Representatives to whom any such disclosure is made that such disclosure of Confidential Information is made in confidence and will be kept in strict confidence by such person consistent with this Agreement. Each Party will be responsible for any breach of the terms of this Article 13 by any of its Representatives.

13.3 Confidential Information will not include information which, as shown by written evidence, is generally known and in the public domain through no breach of this Article 13 by the Recipient or any of its Representatives.

13.4 Disclosure of Confidential Information by Disclosing Party to Recipient or its Representatives will not grant to Recipient or any other person, either expressly or by implication, any right, title, license or other interest of any kind in any Confidential Information of Disclosing Party. All Confidential Information and all copies thereof of a Party are and will remain the sole property of such Party. Upon the expiration or termination of this Agreement, or upon Disclosing Party’s request at any time, Recipient will promptly deliver to Disclosing Party all of its Confidential Information furnished to Recipient, including all copies, summaries, analyses or extracts thereof or based thereon, in Recipient’s possession or in the possession of any of its Representatives.

13.5 Each invention, discovery, design, improvement and trade secret, and all other useful technical information and know-how, whether patentable or unpatentable, discovered, made or conceived by Recipient (either alone or in conjunction with any other person or entity) and resulting from, relating to or suggested by any Confidential Information of Disclosing Party, and each document, drawing, model and other tangible item relating to such invention, discovery, design, improvement or trade secret will remain the exclusive property of Disclosing Party.

13.6 Disclosing Party makes no representation or warranty, express or implied, as to the accuracy, completeness, suitability or performance of any of its Confidential Information, and neither Disclosing Party nor any of its successors and permitted assigns will have any liability to Recipient or any other person or entity resulting from the use of any of Disclosing Party's Confidential Information.

14.0 Non-Solicitation

Each Party agrees not to, during the term of this Agreement and for a period of one (1) year after the expiration or termination of this Agreement, recruit for hire any employee of the other Party, or any employee of any subcontractor of the other Party, which such Party had direct dealings with in connection with this Agreement. The provisions of this Section 14 shall not be deemed to limit or restrict; (1) a general posting or advertisement of a position or the use of a search firm, in either case, not specifically directed at such employees of the other Party; and (2) any person who ceases to be employed or engaged by the other Party or who contacts a Party on his or her own initiative, in each case, without any initial solicitation or encouragement by the other Party.

15.0 Force Majeure

Supplier will not be liable for any delay or failure in performance of any services or any purchase order, or in the delivery or shipment of any Products under this Agreement, or for any damages suffered by Buyer by reason of such delay or failure, when such delay or failure is, directly or indirectly, caused by, or in any manner arises from, acts of God, or of public enemies, fires, floods, explosions, accidents, epidemics, strikes or any other cause or causes (whether or not similar in nature to any of those specified) beyond Supplier's control.

16.0 Termination

16.1 Termination Upon Breach: This Agreement may be terminated by either Party upon written notice in the event of any material breach by the other Party of the terms and conditions of this Agreement, provided that the defaulting Party is given written notice of such breach and (a) in the case of a breach due to failure to pay any amounts owing under this Agreement, is given ten (10) days to cure such breach and (b) in all other cases is given thirty (30) days to cure such breach, subject to Supplier's right to earlier revoke the License in accordance with the terms of Section 7.2. Each Party also has the right to terminate this Agreement as provided in Article 9.

16.2 Termination Upon Bankruptcy, Etc.: Supplier may terminate this Agreement with not less than ten (10) days' prior written notice to Buyer if Buyer makes an assignment for the benefit of its creditors, admits to being insolvent or otherwise admits to being unable to pay its debts as they mature or come due, voluntarily files a bankruptcy petition under the federal bankruptcy code or any similar state or foreign laws, or has an involuntary petition for bankruptcy filed against it, which is not dismissed or vacated within ninety (90) days after it has been filed.

16.3 Termination for Convenience: During any Renewal Term, either Party may terminate this Agreement for convenience and without cause upon sixty (60) days prior written notice of such termination given by the terminating Party to the other Party.

16.4 Termination of Support Services: In addition to the ability of either Party to terminate this Agreement under Section 16.1, 16.2 or 16.3, any of the Support Services relating to a particular Product may be terminated by Buyer upon sixty (60) days' prior written notice after such Product has been installed at the Installation Location for twelve (12) months. Additionally, a particular Product which is permanently removed from use may be terminated from the terms of this Agreement by Buyer upon sixty (60) days' prior written notice. Termination of any Support Services and/or permanent removal of Products will be recorded by way of an Amendment to this Agreement.

16.5 Effect of Termination:

- (a) The termination or expiration of this Agreement will not relieve any Party of any obligation or liability accrued under this Agreement prior to such termination or expiration, including, but not limited to, (i) liability for all Product orders accepted prior to such termination or (ii) Buyer's responsibility for any license, support, training or installation fees owing to Supplier at the time of such termination relating to any Product or services provided by Supplier to Buyer in connection with this Agreement (which may include services over and above any applicable Support Services), nor affect or impair the rights of either Party arising under this Agreement prior to such termination or expiration, except as expressly provided in this Agreement.
- (b) Upon a termination of this Agreement by Supplier under this Article, Supplier may declare the balance of any amounts due from Buyer to Supplier under this Agreement to be immediately due and payable. If Supplier terminates this Agreement Supplier will credit a pro rata portion of any Support Services paid by Buyer corresponding to the remaining duration of the respective Renewal Term to Buyer's account.
- (c) Upon the termination or expiration of this Agreement, (i) Buyer will promptly return to Supplier all Confidential Information and all other documentation, media and other materials relating to the NRT Licensed Application Software and (ii) Supplier will promptly return to Buyer any Confidential Information of Buyer in Supplier's possession.

16.6 Survival: The obligations imposed and the rights granted in Articles 4, 7, 8, 9, 10, 13, 14, 15, 16, 17, 18, 21 and 23 through 29 will survive the expiration or termination of this Agreement until such obligations have been fully performed and such rights have been fully exercised.

17.0 Limitation of Liability

Any liability from Supplier to Buyer or to any other person or entity under this Agreement, whether for a claim in tort, breach of contract or otherwise, will not exceed the Purchase Price of the Product or Support Service giving rise to such liability. Supplier will not be liable for damages to Products, other property or persons due to improper installation or use of the Products by Buyer or its Representatives or customers and shall in no event be liable to Buyer or any third party for Losses which result from viruses introduced to the NRT Licensed Application Software after delivery of same to Buyer. Supplier will not be liable for any Losses due to incorrect loading of cash cassettes or the initialization of cash cassettes. Loading of cash cassettes and the initialization of cash cassettes is the sole responsibility of Buyer. SUPPLIER WILL IN NO EVENT BE LIABLE TO BUYER, ITS CUSTOMERS OR TO ANY OTHER PERSON OR ENTITY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR REVENUE, INTEREST, LOST GOODWILL, WHETHER IN CONTRACT, TORT OR OTHERWISE, PURSUANT TO THIS AGREEMENT, EVEN IF THE POSSIBILITY OF SUCH DAMAGES COULD HAVE BEEN FORESEEN BY SUPPLIER. The

limitation in this Section shall not apply to limit any amount expressly stated herein payable to the Supplier by the Buyer during the Term.

18.0 Indemnity against Patent and Copyright Infringement

18.1 Supplier will defend any suit against Buyer to the extent based on a claim that the Product or Licensed Software as delivered by Supplier infringes a valid United States patent or copyright, and indemnify for any final, non-appealable judgment assessed against Buyer resulting from such suit, provided that Buyer promptly notifies Supplier in writing upon becoming aware of such third-party claim and agrees to give sole and complete authority, information and assistance (at Supplier's expense) for the defense and disposition of the claim. Supplier will not be responsible for any compromise or settlement made without Supplier's consent.

18.2 Supplier will have no obligation or liability with respect to any claims of infringement, misappropriation or misuse that results from or relates to: (a) Product or Licensed Software provided pursuant to Buyer's designs, drawings or manufacturing specifications; (b) Product or Licensed Software used other than for its ordinary purpose or not used, installed or maintained as directed by Supplier in writing; (c) combining any Product or Licensed Software furnished hereunder with any article not furnished by Supplier; or (d) any modification or enhancement of any Product or Licensed Software other than a modification or enhancement performed by Supplier.

18.3 Buyer agrees to indemnify and defend Supplier for any suit or other action against Supplier based upon or relating to a claim of infringement, misappropriation or misuse that results from or relates to: (a) Product or Licensed Software provided pursuant to Buyer's designs, drawings or manufacturing specifications; (b) Product or Licensed Software not used, installed or maintained as directed by Supplier in writing;

18.4 The Party that has exclusive control of resolving infringement claims shall in no event is liable for the other Party's attorney fees or costs.

18.5 If a claim is made or if Supplier believes that a claim is likely, Supplier may, at its option, and at its expense, (a) procure for Buyer the right to continue using the Product or Licensed Software; (b) replace or modify the Product or Licensed Software so that it becomes non-infringing; or (c) accept return of the infringing Product or terminate Buyer's license to use the infringing Licensed Software and grant Buyer a credit for the purchase price or license fee paid for such Product or Licensed Software, less a reasonable depreciation for use, damage and obsolescence. Further, Supplier may cease shipping infringing Products or Licensed Software without being in breach of this Agreement.

19.0 Assignment; Successors

Any assignment of this Agreement or of any rights or obligations under this Agreement, by Buyer without the prior written consent of Supplier will be void. This Agreement will inure to the benefit of, and be binding upon, the respective heirs, representatives, successors and permitted assigns of the Parties, including any third party with which either Party may merge or consolidate or to which either Party may transfer all or substantially all of its assets. For purposes of this Article, the sale of a majority of the outstanding shares or equity interests of Buyer, or the merger or consolidation of Buyer, in which Buyer is not the surviving entity, will constitute an assignment under this Article.

20.0 Independent Contractors

Nothing in this Agreement will be construed to constitute the Parties as partners, joint ventures, or agents of the other. The legal relationship between the Parties under this Agreement will be that of independent contractors. Neither Party has the authority to bind the other or to incur any obligation on its behalf.

21.0 Notices

All notices under this Agreement must be in writing and will be deemed to have been properly given or delivered (a) if hand delivered (to be effective when so delivered), (b) if mailed by certified mail, postage prepaid (to be effective four days after the date it is mailed), or (c) by nationally recognized overnight courier service (to be effective when received by the addressee), addressed to the appropriate Party at its address indicated at the beginning of this Agreement (to the attention of such Party's President).

22.0 Severability

If any one or more of the provisions contained in this Agreement is, for any reason, held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions shall first be curtailed, limited or eliminated to the extent necessary to remove such invalidity, illegality or unenforceability with respect to the applicable law as it shall then be applied.

23.0 Waiver; Remedies Cumulative

The rights and remedies of the Parties are cumulative and not alternative. Neither any failure nor any delay by a Party in exercising any right, power or privilege under this Agreement will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege.

24.0 Execution of Agreement

This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile or pdf transmission will constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by facsimile or pdf will be deemed to be their original signatures for all purposes.

25.0 Entire Agreement and Modification

This Agreement supersedes all prior agreements, whether written or oral, between the Parties with respect to its subject matter and constitutes a complete and exclusive statement of the terms of the agreement between the Parties with respect to its subject matter. This Agreement may not be amended, supplemented, or otherwise modified except by a written agreement executed by the Parties.

26.0 Third Party Beneficiaries

Nothing express or implied in this Agreement will operate to confer upon or give any person other than the Parties and their successors and permitted assigns, any rights, remedies or obligations under, or by reason of, this Agreement.

27.0 Waiver; Governing Law; Jurisdiction, Service of Process

The Parties expressly agree that this Agreement and any claim or controversy arising out of or relating to rights and obligations of the Parties under it will be governed by and construed in accordance with the laws of the State of Washington, without regard to its conflicts of laws principles.

Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Seattle, Washington before one arbitrator. The arbitration shall be administered by JAMS pursuant to JAMS' Streamlined Arbitration Rules and Procedure. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude Parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

28.0 Reduction in Statute of Limitations; Sole and Exclusive Remedies

No litigation or other action may be brought by Buyer under or with respect to this Agreement more than two (2) years after the date on which the cause of action accrued. The remedies provided to Buyer in this Agreement will be the sole and exclusive remedies available to Buyer in connection with any claim or action brought by Buyer against Supplier under or with respect to this Agreement.

29.0 Tribal Representations

The Little Creek Casino Resort grants a limited waiver of sovereign immunity with respect to the obligations arising under this Agreement; PROVIDED, however, and notwithstanding any provision to the contrary: (a) the limited waiver is granted solely in favor of NRT, (b) any monetary recovery under this limited waiver shall be satisfied solely out of the net revenues after debt service of the Little Creek Casino Resort , (c) Any monetary recovery or recoveries under this limited waiver, shall not exceed, in the aggregate, \$500,000, net of any payment previously made by Buyer under the Agreement (d) This limited waiver may be exercised solely to compel arbitration or to enforce an award received in arbitration under Article 27, above. No waiver of sovereign immunity is provided under this Agreement except as explicitly stated in this Article 29.

AGREED TO AND SIGNED in duplicate by the duly authorized representatives of the Parties.

NRT TECHNOLOGY CORP.

**THE SQUAXIN ISLAND TRIBE
d/b/a LITTLE CREEK CASINO RESORT**

By: _____
With authority to bind the corporation

By: _____
With authority to bind the corporation

Name: Rosa Laricchia _____

Name: _____

Title: Sr. V.P. Sales _____

Title: _____

Date: _____

Date: _____

EXHIBIT "A"**Software Support Services**

All of the terms and conditions contained in the Master Supply Agreement to which this exhibit is attached (the "Agreement"), including, but not limited to, those contained in Articles 6 through 29 of the Agreement, will apply to the software support services ("**Software Support Services**"). In addition, the Parties agree that the following additional terms will apply to Software Support Services for any Product with the NRT Licensed Application Software which is specified on Schedule A attached hereto ("**Schedule A**") and are supported under the Agreement. Software support for additional Products with the NRT Licensed Application Software may be added to the terms of the Agreement upon mutual written agreement by the Parties. Any capitalized terms not defined in this exhibit will have the meanings given to them in the Agreement.

1. DEFINITIONS

- (a) The term "Error" means any substantial deviation in how the NRT Licensed Application Software functions resulting in a complete failure to perform any licensed function.
- (b) The term "Software Support" explicitly refers to phone or web support.

2. ASSC

Supplier will provide Software Support at Supplier's Annual Software Support Charge ("**ASSC**") as outlined on Schedule "A" of this Exhibit beginning 90 days after the Product which such services will be performed on is installed at the Installation Location and continuing until such services have been terminated in accordance with Section 16.4 of the Agreement.

3. ITEMS NOT COVERED

- (a) The Software Support Services do not cover power down/fluctuation issues, including damages by lightning or any other acts of nature.
- (b) Problems or errors originating from any third party applications/programs (e.g. anti virus software) installed by Buyer are not supported under the Agreement.
- (c) If Supplier or its designated subcontractor provides services due to any of the above causes, there will be an additional charge as outlined in the Section 6 below titled "Commencement and Charges".

4. BUYER'S RESPONSIBILITIES

During the term of the Software Support Services, Buyer is responsible for all of the following:

- (a) Designate and provide Supplier with a "**Support Coordinator**" and "**Alternate Coordinator**" each of whom is to be trained by Supplier. Such coordinators are to be the primary and secondary contact in the event Supplier's Customer Support Centre needs to escalate for ticket resolution. Assistance from Buyer's IT department may be required for diagnosis and resolution of issues.
- (b) Apply and maintain modifications to Buyer's system, which includes installation of new releases (updates, upgrades, enhancements, bug fixes) of the version of the NRT Licensed Application Software licensed to, and when applicable to the Buyer, unless provision is made under separate contract.

- (c) Develop, implement and maintain procedures for recovering any lost or altered files, data, or programs; including disk-imaging to restore operating system and application software. This also includes database backups for disaster recovery.
- (d) Provide advanced notification, a minimum of one (1) month, of any scheduled environmental changes that may impact Product availability or performance. This includes network upgrades, changes to server equipment or cutovers to new interfaces or slot management systems.
- (e) For multi property organizations; provide advance notification, a minimum of two (2) weeks, of any Product movements between properties.
- (f) **Level 1 Service**
 - (i) Diagnose and report to Supplier's Customer Support Centre, via telephone, or internet any problem that occur which Buyer believes is related to a software Error in the NRT Licensed Application Software.
 - (ii) Perform basic troubleshooting when there are jams in the cash dispenser, bill cassettes, bill validator cash boxes, and coin hoppers, or other failures outlined in the operating manual or other documentation provided via Supplier's web enabled document management system.
 - (iii) Perform functional testing as directed by a Supplier's Support Coordinator and follow the Supplier's prescribed troubleshooting items to determine the issue and follow the appropriate corrective action.
 - (iv) Modify operating environment as directed by a Supplier's Support Coordinator for diagnostic purposes such as modify: anti-virus settings or removing anti-virus, operating system configuration, network settings/policies and operating parameters of the NRT Licensed Application Software.
 - (v) Collect and provide log/trace files to Supplier's help desk as required for diagnosis.
 - (vi) Diagnose and correct communication, network or other failures between host management system and the Product.
 - (vii) Cash cassette/coin hopper initialization, impressments and replenishments.
 - (viii) Configuration/parameter changes.
 - (ix) Maintain Supplier BackOffice databases such as: synchronizing and archiving.
- (g) Provide all necessary equipment, supplies and personnel to assist Supplier in providing the necessary services, in the event that Buyer requires on site software support.
- (h) If Supplier or its designated subcontractor provides on-site services due to any of the above, there will be an additional charge as outlined in Section 6 below titled "Commencement and Charges".

5. SUPPLIER'S RESPONSIBILITIES

During the term of the Software Support Services, Supplier is responsible for all of the following:

- (a) **Level 2 Service**
 - (i) Help desk support is available, 24 hours per day, 7 days per week via telephone hotline, or web portal.
 - (ii) Provide Buyer with assistance (via telephone or internet) to install, configure and operate each new release/update which contains improvements, enhancements

- and updates to the version of the NRT Licensed Application Software, licensed to and when applicable to Buyer.
- (iii) Provide firmware (excludes bill validator firmware) and software upgrades, bug fixes and enhancements to the version of the NRT Licensed Application Software licensed to, and when applicable to the Buyer; operating system upgrades not included. There will be an additional charge for on-site installation of firmware and software upgrades, bug fixes and enhancements as outlined in Section 6 below titled "Commencement and Charges".
 - (iv) Supplier will certify the NRT Licensed Application Software is compatible with the current operating system service packs/patches no more than on a semi-annual basis.
 - (v) Obtain regulatory approvals for the NRT Licensed Application Software and all upgrades and enhancements as required.
 - (vi) Supplier will dispatch a technician on-site only after all attempts by Buyer and Supplier's Customer Response Centre have failed to resolve the situation and both parties determines that on-site maintenance is appropriate.
 - (vii) If Supplier or its designated subcontractor provides on-site services, there will be an additional charge as outlined in Section 6 below titled "Commencement and Charges".

(b) **Exclusions**

- (i) While providing on-site service including, but not limited to, installation, troubleshooting, and preventative maintenance Supplier personnel will not initialize any casino cassette to be used on a live Product for any reason.
- (ii) Supplier personnel will not perform replenishment or reconciliation on a live Product.
- (iii) Supplier personnel will not handle casino money.

6. COMMENCEMENT AND CHARGES

- (a) For each Product containing NRT Licensed Application Software at a Location, Buyer will pay an ASSC. The ASSC, effective date of the Software Support Services and hourly charges are specified in Schedule "A". ASSC will be invoiced annually and paid in advance. Other charges, if any, will be invoiced after such charges have been incurred.
- (b) Any payments to be made by Buyer in relation to ASSC hereunder shall be paid 30 days in advance of the commencement of Software Support Services or any renewal of Software Support Services thereafter. Supplier may charge Buyer for late payments on terms specified on the invoice, 2% monthly interest (24% per annum) charged on overdue accounts.
- (c) NRT retains the right to increase the ASSC at the end of each Term by providing the Customer thirty (30) days prior written notice.
- (d) Supplier will have the right to charge Buyer for additional efforts which result from providing Software Support Services as a result of failure of Buyer to perform those actions defined in Section 3 above titled "Items Not Covered" and Section 4 above titled "Buyer's Responsibilities" or for work performed outside the scope of this Agreement. All such additional charges would include any applicable hourly rates and minimum charges, as outlined in Schedule "A", and travel and living expenses at cost for all on-site Supplier personnel.

7. LIMITED WARRANTY

Supplier warrants that the Software Support Services with respect to the particular Product are performed or will be performed in a workmanlike manner. Supplier further warrants that the Software will be free from defects in material and will conform to any written specifications provided by Supplier, for a period of ninety (90) days from the date such Product is installed at the Installation Location. Supplier will provide Software warranty during the foregoing warranty period by way of Software Support Services as detailed in this Exhibit "A".

8. SOFTWARE VIRUSES

Supplier warrant that the NRT Licensed Application Software provided under this Agreement was scanned for known viruses prior to delivery to Buyer. Because viruses could be introduced to the NRT Licensed Application Software after delivery to Buyer, NRT recommends and Buyer agrees to regularly scan NRT Licensed application Software with updated virus scanning software. Should any viruses be introduced to the NRT Licensed Application Software after delivery, responsibility for the removal of such viruses shall be with the Buyer. Supplier may at its sole option, upon request of Buyer, provide on-site services in order to remove such viruses from the NRT Licensed Application Software. If Supplier provides such services, additional charges as outlined in Section 6 title "Commencement and Charges" shall apply. In no event shall Supplier be liable to Buyer or any third party for losses, damages or claims of any kind which result from viruses, even where Supplier provides on-site services in order to remove any such viruses, in accordance with Section 17 of the Agreement.

9. RESPONSE TIME

Response times are set out in Schedule "A" to this Exhibit. Supplier will use its commercially reasonable efforts to comply with the response times set out in Schedule "A" to this Exhibit. Response times are targeted and are not guaranteed.

Schedule "A" to Exhibit "A"

Software Support Services

Customer Name:	The Squaxin Island Tribe d/b/a Little Creek Casino
Address:	91 West State Route 108, Shelton, WA 98584
Contact Name:	Shane Donais, Slot Technician Manager
Telephone No:	360-427-3036
Email:	shane.donais@little-creek.com

Software Support:

Effective Date of Software Support Services: 90 Days from Date of Installation for new units	Average Response Time: 1 hour by telephone
Annual Software Support Charges: \$2,685.00 USD per unit	
Hourly Charge (min. 2 hrs) for work performed outside the scope of this Agreement: \$235.00 USD per hour, travel and living accommodations extra	
NRT Licensed Application Software: CHS, Back Office: Functionality – Bill Breaking, Ticket Redemption	
Additional Notes:	

EXHIBIT "B-1"**Hardware Maintenance Support Services**

All of the terms and conditions contained in the Master Supply Agreement to which this exhibit is attached (the "**Agreement**"), including, but not limited to, those contained in Articles 6 through 29 of the Agreement, will apply to the hardware maintenance support services "Hardware Maintenance Support Services". In addition, the Parties agree that the following terms and conditions will also apply to Hardware Maintenance Support Services for any Product containing NRT Licensed Application Software, which is outlined on Schedule A, attached hereto ("**Schedule A**") and supported under the Agreement. Hardware Maintenance Support Services for additional Products containing NRT Licensed Application Software may be added to the Agreement upon the mutual written agreement by the Parties. Any capitalized terms not defined in this exhibit will have the meanings given to them in the Agreement.

1. AHSC

Supplier will provide Hardware Maintenance Support Services at Supplier's Annual Hardware Support Charge ("**AHSC**") as outlined in Schedule "A" of this Exhibit beginning 90 days after the Product which such services will be performed on is installed at the Installation Location and continuing until such services have been terminated in accordance with Section 16.4 of the Agreement.

2. ITEMS NOT COVERED

- (a) Hardware Maintenance Support Services do not cover locks, cabinetry, frames, covers, decals, candle lamp (light bulb), accessories; bill cassettes, reject bins, cash boxes, depository boxes; vault doors, keyboard trays, cameras; and customer installed items.
- (b) Hardware Maintenance Support Services do not cover Products damaged by misuse, accidents such as drink spillage, modification, and unsuitable physical or operating environment.
- (c) Hardware Maintenance Support Services do not cover power down/fluctuations issues, including damage by lightning or other acts of nature.
- (d) If Supplier or its designated subcontractor provides services due to any of these causes, there will be an additional charge for time and material as outlined in the Section 5 below titled "**Commencement and Charges**".

3. BUYER'S RESPONSIBILITIES

During the term of the Hardware Maintenance Support Services, Buyer is responsible for the following:

- (a) Designate and provide Supplier with a "**Support Coordinator**" and "**Alternate Coordinator**" each of whom is to be trained by Supplier. Such coordinators will be the primary and secondary contact in the event Supplier's Customer Support Centre needs to escalate for ticket resolution.
- (b) For multi property organizations; provide advance notification, a minimum of two (2) weeks, of any Product movements between properties.

(c) **Level 1 Service**

- (i) Diagnose and report to Supplier's help desk, via telephone, or internet, any problem that occurs which Buyer believes is related to a hardware error.
 - (ii) Perform basic troubleshooting when there are jams in the cash dispenser, bill cassettes, bill validator cash boxes, and coin hoppers, or other failures outlined in the operating manual for the Product or other documentation provided via Supplier's web enabled document management system.
 - (iii) Perform functional testing as directed by a Supplier Support Coordinator and follow the Supplier's prescribed troubleshooting items to determine the issue and follow the appropriate corrective action.
 - (iv) Diagnose and correct communication/network or other failures between host management system and the Product.
 - (v) Perform cash cassette/coin hoppers initialization, impressments and replenishments.
 - (vi) Replace consumable supplies i.e. paper; reject bins, bill cassettes, bill validator cash boxes etc.
- (d) Provide Supplier with timely access to their facilities and the Product, not to exceed 20 minutes from time of arrival.
- (e) If Supplier or its designated subcontractor provides services due to any of the above, there will be an additional charge for time and material as outlined in the Section 5 below titled "**Commencement and Charges**".

4. SUPPLIER'S RESPONSIBILITIES

During the term of the Hardware Maintenance Support Services, Supplier is responsible for providing all of the following:

(a) **Level 2 Service**

- (i) Help desk support is available, 24 hours per day, 7 days per week via telephone hotline, or web portal.
- (ii) Supplier will dispatch a qualified Supplier representative to the applicable location only after all attempts by Buyer and Supplier's Customer Support Centre have failed to resolve the situation and Supplier determines that on-site maintenance is appropriate with Buyer's agreement. Supplier may authorize a designated subcontractor to provide hardware maintenance under this agreement. Refer to Section 5 below titled "**Commencement and Charges**".
- (iii) Adjust, repair or replace defective parts as applicable. When a defective part is exchanged, it becomes Supplier's property and the replacement part, becomes the property of Buyer.
- (iv) Provide preventive maintenance services as outlined in Schedule "A". There will be an additional charge for time and materials as outlined in Section 5 below titled "**Commencement and Charges**" for additional preventive maintenance services.

(b) **Exclusions**

- (i) While providing on-site service including, but not limited to, installation, troubleshooting, and preventative maintenance Supplier's personnel will not initialize any casino cassette to be used on a live Product for any reason.

- (ii) Supplier personnel will not perform replenishment or reconciliation on a live Product.
- (iii) Supplier personnel will not handle casino money.

5. COMMENCEMENT AND CHARGES

- (a) For each Product containing NRT Licensed Applicable Software at a Location, Buyer will pay an AHSC. The AHSC, effective date of Hardware Maintenance Support Services and hourly charges are outlined in Schedule "A". AHSC will be invoiced annually and paid in advance. Other charges, if any, will be invoiced after such charges have been incurred.
- (b) NRT retains the right to increase the AHSC at the end of each renewal period by providing the Customer thirty (30) days prior written notice.
- (c) Any payments to be made by Buyer in relation to AHSC hereunder shall be paid 30 days in advance of the commencement of Hardware Maintenance Support Services or any renewal of Hardware Maintenance Support Services thereafter. Supplier may charge Buyer for late payments on terms specified on the invoice, 2% monthly interest (24% per annum) charged on overdue accounts.
- (d) Supplier will have the right to charge Buyer for additional efforts which result from providing hardware maintenance support as a result of failure by Buyer to perform those actions defined in Section 2 above titled "**Items Not Covered**", Section 3 above titled "**Buyer's Responsibilities**" and for work performed outside the scope of the Agreement. All such additional charges would include any applicable hourly rates and minimum charges, as outlined in Schedule "A", and travel and living expenses at cost for all on-site Suppliers' personnel.

6. LIMITED WARRANTY

Supplier warrants that the Hardware Maintenance Support Services with respect to a particular Product are performed or will be performed in a workmanlike manner.

Supplier further warrants that hardware will be free from defects in material and conform to any written specifications provided by Supplier for a period of ninety (90) days from the date the Product is installed at the Installation Location. Supplier will provide hardware warranty during the foregoing warranty period by way of Hardware Maintenance Support Services as detailed in this Exhibit "B-1".

7. RESPONSE TIME

Response times are set out in Schedule "A" to this Exhibit. Supplier will use its commercially reasonable efforts to comply with the response times set out in Schedule "A" to this Exhibit. Response times are targeted and are not guaranteed.

Schedule "A" to Exhibit "B-1"

Hardware Maintenance Support Services

Customer Name:	The Squaxin Island Tribe d/b/a Little Creek Casino
Address:	91 West State Route 108, Shelton, WA 98584
Contact Name:	Shane Donais, Slot Technician Manager
Telephone No:	360-427-3036
Email:	shane.donais@little-creek.com

Hardware Support:

Effective Date of Hardware Maintenance Support Services: 90 Days from Installation Date for new units	Average Response Time: 1 hour by telephone
Annual Hardware Maintenance Support Charges: \$3,900.00 USD per unit	
Hourly Charge (min. 2 hrs) for work performed outside the scope of this Agreement: \$235.00 US per hour, travel and living accommodations extra	
Targeted response time for QuickJack™ unit: <u>Next Day</u>	
Period of coverage:	<u>8:00 am to 8:00 pm – 7 days per week</u>
Additional Notes:	
Preventive Maintenance Schedule: Model EXE, XE, QJ2, V4, 88, Jackpot: Once per year	



PRICE SCHEDULE - QuickJack™ 2



Quotation No: jkdec4_12

Reference: jkdec4_12

Date: Dec. 10, 2013


Property Name: Little Creek Casino

Summary	Per Unit	Purchase Products
QuickJack with options	\$ 33,500.00	\$ 134,000.00
Application Software and CHS Licenses	\$ 1,750.00	\$ 7,000.00
One Time Costs - Includes staging, initial installation and training, etc.	\$ 1,250.00	\$ 5,000.00
On-going Yearly Hardware and Software support and licensing fees	\$ 6,585.00	\$ 26,340.00

Description	QTY	List Price US\$	Extended Price US\$
QuickJack™ Dispensing Unit QuickJack II Standard PC, 1 Gig Upgrade to 17" LCD ATM Touchscreen Numeric Encrypted Pinpad V5.0, English Thermal Receipt Printer UL-291 Secure Vault, including: <ul style="list-style-type: none"> ▪ Manual combination & locking system ▪ Five (5) Bill Cassettes ▪ One (1) Reject/Retract Cassette w/ security lid Light Assembly Unit (candle) Two (2) JCM iVision Bill Acceptor w/ Sentry Bezel and two (2) JCM iVision Cash Box Three (3) Coin Hoppers UPS - 725VA 450Watts Programmable Lighting Package & Speaker Package	4	\$ 33,500.00	\$ 134,000.00
Software Licenses CHS QuickJack CAL (included in base QJ price) Interface to TITO system	4	\$ 1,700.00	Included
Bill Breaker Application	4	\$ 1,000.00	Included
Cash Handling System (CHS): (One time charge - only one CHS license required per property) NRT Back Office Reporting and Monitoring - NRT License Packs 5 Users Pack <i>See Required Computer Resources section below for Microsoft SQL License Requirements. Note: One Microsoft SQL CAL is required for each Back Office user.</i>	1	\$ 7,000.00	\$ 7,000.00
Installation Services (Per Day), includes: (Number of days estimated, actual time spent may vary) <ul style="list-style-type: none"> ▪ Project Management ▪ Installation (QuickJack units & CHS) ▪ Training ▪ 'Go Live' Support 	5	\$ 1,000.00	\$ 5,000.00
EQUIPMENT, SOFTWARE & PROFESSIONAL SERVICES SUBTOTAL			\$ 146,000.00

Continued on next page...

ANNUAL HARDWARE AND SOFTWARE SUPPORT			
NRT Annual Software Support - to commence 3 months from date of installation <small>(Refer to Master Agreement)</small>	4	\$ 2,685.00	\$ 10,740.00
NRT Annual Hardware Support - to commence 3 months from date of installation <small>(Refer to Master Agreement)</small>	4	\$ 3,900.00	\$ 15,600.00
ANNUAL SUPPORT TOTAL			\$ 26,340.00
Total for Purchase Order (Purchased)			\$ 172,340.00
REQUIRED COMPUTER RESOURCES:			
Desktops PC(s) accessing NRT - CHS Back Office <ul style="list-style-type: none"> ▪ Web Enabled workstation 			
Servers for NRT CHS Back Office <ul style="list-style-type: none"> ▪ Server Class PC ▪ SQL Server 2008 ▪ Microsoft SQL Server 2008 Standard Edition or higher <ul style="list-style-type: none"> ▪ recommended SQL licensing per processor (unlimited users) based on 20+ QuickJack units 			
Notes (Refer to the contract/quotation number when ordering):			
<ul style="list-style-type: none"> ▪ Payment of all applicable taxes are the responsibility of the purchaser ▪ All charges associated with the shipment of the goods to destination, such as freight, insurance, duties and other similar charges, are the responsibility of the Customer. Such charges shall be prepaid and charged back to the Customer. ▪ Purchase Order ("P.O.") for Annual Hardware and Software Support Services ("Support Services") must be submitted to NRT at the same time as the Purchase Order for the Products. In the absence of such Support Services P.O., NRT will invoice Customer for the Support Services on the date the Products are shipped. Payment Terms for "Full Service" support shall be "N/90 days" and Payment Terms for "Self Service" support shall be "Due Upon Receipt". ▪ Expenses for Installation Services such as living and travel are extra ▪ FOB: Destination ▪ Payment Terms N/30 days from date of invoice: <ul style="list-style-type: none"> - 50% of P.O. value remitted with P.O. for QuickJack™ units. - Final 50% of P.O. value will be invoiced at time of shipment. ▪ This quotation is valid for 30 days 			

	PRICE SCHEDULE	Quotation No: jkdec4_12
		Reference: jkdec4_12
		Date: Dec. 10, 2013
Property Name: Little Creek Casino		
Summary	Per Unit	Purchase Products
Recommended Consumables - (Optional)	\$ 1,875.00	\$ 7,500.00
RECOMMENDED START-UP SUPPLIES	QTY	List Price US\$
Consumables / Replenishment		Extended Price US\$
Bill Cassette: standard - no locks (based 4 or 5 spare Cassettes / QJ unit)	20	\$ 225.00
Reject/Retract Cassette with security lid (usually 1 spare per QJ Unit)	4	\$ 235.00
JCM iVision Bill Acceptor Cash Box (usually 2 spares per Unit, 1 for each Bill Acceptor)	8	\$ 180.00
Receipt Paper, 8 rolls per box, 885 feet per roll, 3-1/8" x 6-7/8" x 1"	4	\$ 75.00
Bill Cassette Security Tabs - 250 per bag, sequentially numbered	4	\$ 80.00
QUICKJack™ Start-Up Supplies Total		\$ 7,500.00