



SQUAXIN ISLAND TRIBE

RESOLUTION NO. 15-70

of the

SQUAXIN ISLAND TRIBAL COUNCIL

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

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

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

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

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

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

WHEREAS, Casino staff have negotiated the terms of an agreement with MICROS Fidelio Worldwide LLC ("Oracle") for purchase of technical support services related to software and systems at the Casino;

NOW THEREFORE BE IT RESOLVED, that the Squaxin Island Tribal Council authorizes the Little Creek Casino Resort to enter into the attached Oracle Public Sector Technical Support Services Agreement for Hospitality and Retail (the "Agreement") with Oracle.

NOW THEREFORE BE IT FURTHER RESOLVED, the Tribal Council specifically limits its authorization to allow the Casino to enter a waiver of sovereign immunity to the waiver stated in Section 14 of the Agreement;

NOW THEREFORE BE IT FURTHER RESOLVED, the Tribal Council grants the Casino no authority to authorize any amendment or modification to the waiver of sovereign immunity as stated in Section 14 of the Agreement, notwithstanding any other provision in the document, by subsequent action of the Casino or Oracle.

NOW THEREFORE BE IT FINALLY RESOLVED, that the Tribal Council hereby authorizes Mark West, Casino CEO to do any and all accounts necessary to effect execution and implementation of the Agreement on those conditions stated herein.

CERTIFICATION

The Squaxin Island Tribal Council hereby certifies that the foregoing Resolution was adopted at the regular meeting of the Squaxin Island Tribal Council, held on this 12th day of November, 2015, 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: 

Charlene Krise, Secretary



Arnold Cooper, Vice Chairman



30-Oct-15

Blake Nutt
Squaxin Island Gaming Enterprises c/o Little Creek Casino Resort
91 WEST STATE ROUTE 108
SHELTON
WA 98584
United States

Dear Blake Nutt

The technical support services provided under support service number MIC-351062_W will expire, or have expired, on 16-Mar-16. Please find attached an ordering document for the renewal of these technical support services. If applicable, the attached ordering document may include technical support services that you have requested to order that are in addition to the technical support services that you are renewing.

To prevent interruption to and/or termination of technical support services, please complete your order for the renewal of technical support services, identified in the ordering document, by issuing a form of payment acceptable to Oracle in accordance with the Order Processing Details section of the ordering document on or before 16-Feb-16.

If you have questions regarding your order or require further information, please contact me at the e-mail address or telephone number provided below.

Regards,

Kersten Emery
Oracle Support Services
E-mail: kersten.emery@oracle.com
Tel.: +17028547172
Fax:



GENERAL INFORMATION

OFFER EXPIRATION		ORACLE: Micros Fidelio Worldwide LLC	
Support Service Number:	MIC-351062_W	Oracle Support Sales Representative:	Kersten Emery
Offer Expires:	16-Mar-16	Telephone:	+17028547172
		Fax:	
		E-mail:	kersten.emery@oracle.com
CUSTOMER: Squaxin Island Gaming Enterprises c/o Little Creek Casino Resort			
CUSTOMER QUOTE TO		CUSTOMER BILL TO	
Account Contact:	Blake Nutt	Account Contact:	Blake Nutt
Account Name:	Squaxin Island Gaming Enterprises c/o Little Creek Casino Resort	Account Name:	Squaxin Island Gaming Enterprises c/o Little Creek Casino Resort
Address:	91 WEST STATE ROUTE 108 SHELTON WA 98584 United States	Address:	91 WEST STATE ROUTE 108 SHELTON WA 98584 United States
Telephone:	360.427.3039	Telephone:	-360.427.3039
Fax:		Fax:	
E-mail:	Blake.nutt@little-creek.com	E-mail:	Blake.nutt@little-creek.com

"You" and "your" as referenced in this ordering document refers to the Customer identified in the table above.

Oracle may provide certain notices about technical support services via e-mail. Accordingly, please verify and update the Customer Quote To and Customer Bill To information in the above table to help ensure that you receive such communications from Oracle. If changes are required to the Customer Quote To and Customer Bill To information, please e-mail or fax the updated information, with your support service number MIC-351062_W, to your Oracle Support Sales Representative identified in the table above.

SERVICE DETAILS

Hardware Technical Support Services						
Service Level: Oracle Premier Support for Oracle Retail and Hospitality Hardware						

Product Description	Serial Number	CSI #	Qty	Start Date	End Date	Price
Installed At: Squaxin Island Gaming Enterprises c/o Little Creek Casino Resort - 91 WEST STATE ROUTE 108 SHELTON MASON WA 98584 United States						
APG Series 4000 dual media slot cash drawer: 18 by 16.7 by 4.2 inches, till insert with roll, 5 bill and 5 coin slots		19974372	3	17-Mar-16	16-Mar-17	111.37
Oracle MICROS PC Workstation 2015 with Intel(R) Celeron(R) P4505 2-core 1.8 GHz processor, 2 GB RAM, 160 GB 2.5-inches SATA-II HDD, and Microsoft Windows 7		19974372	1	17-Mar-16	16-Mar-17	391.50
Oracle MICROS PC Workstation 2015 with Intel(R) Celeron(R) P4505 2-core 1.8 GHz processor, 2 GB RAM, 160 GB 2.5-inches SATA-II HDD, and Microsoft Windows 7		19974372	1	17-Mar-16	16-Mar-17	391.50
Oracle MICROS PC Workstation 2015 with Intel(R) Celeron(R) P4505 2-core 1.8 GHz processor, 2 GB RAM, 160 GB 2.5-inches SATA-II HDD, and Microsoft Windows 7		19974372	1	17-Mar-16	16-Mar-17	391.50

Hardware Technical Support Fees: USD 1,285.87

Hardware Technical Support Services						
Service Level: Oracle Premier Support for Oracle Retail and Hospitality Hardware for Printers						

Product Description	Serial Number	CSI #	Qty	Start Date	End Date	Price
Installed At: Squaxin Island Gaming Enterprises c/o Little Creek Casino Resort - 91 WEST STATE ROUTE 108 SHELTON MASON WA 98584 United States						
Epson TM-T88V thermal receipt printer with Epson PS180 power supply and IDN interface: dark grey		19974372	1	17-Mar-16	16-Mar-17	104.62
Epson TM-T88V thermal receipt printer with Epson PS180 power supply and IDN interface: dark grey		19974372	1	17-Mar-16	16-Mar-17	104.62
Epson TM-T88V thermal receipt printer with Epson PS180 power supply and IDN interface: dark grey		19974372	1	17-Mar-16	16-Mar-17	104.62

Hardware Technical Support Fees: USD 313.86

Total Price: USD 1,599.73

Plus applicable tax

Please note the following:

- If you have questions regarding the Service Details section of this ordering document, or believe that corrections are required, please contact Your Oracle Support Sales Representative identified on the first page of this ordering document.
- Please review Oracle's technical support policies, including the Lifetime Support Policy, before entering into this ordering document. Under Oracle's Lifetime Support Policy, the support level for an Oracle product, if applicable, may change during the term of the services purchased under this ordering document. If extended support is offered, an additional fee will be charged for such support if ordered. If you would like to purchase extended support please contact Your Oracle Support Sales Representative identified on the first page of this ordering document.
- If Oracle accepts your order, the start date set forth in the Service Details table above shall serve as the commencement date of the technical support services and the technical support services ordered under this ordering document will be provided through the end date specified in the table for the applicable programs and/ or hardware.
- If any of the fields listed in the Service Details table above are blank, then such fields do not apply for the applicable programs and/or hardware for which you are purchasing technical support services.

TECHNICAL SUPPORT SERVICES TERMS

If the Customer and the Customer Quote To name identified in the General Information table above are not the same, Squaxin Island Gaming Enterprises c/o Little Creek Casino Resort represents that Customer has authorized Squaxin Island Gaming Enterprises c/o Little Creek Casino Resort to execute this ordering document on Customer's behalf and to bind Customer to the terms described herein. Squaxin Island Gaming Enterprises c/o Little Creek Casino Resort agrees that the services ordered are for the sole benefit of Customer and shall only be used by Customer. Squaxin Island Gaming Enterprises c/o Little Creek Casino Resort agrees to advise Customer of the terms of this ordering document as well as any communications received from Oracle regarding the services.

If the Customer and the Customer Bill To name identified in the General Information table above are not the same, Customer agrees that: a) Customer has the ultimate responsibility for payments under this ordering document; and, b) any failure of Squaxin Island Gaming Enterprises c/o Little Creek Casino Resort to make timely payment per the terms of this ordering document shall be deemed a breach by Customer and, in addition to any other remedies available to Oracle, Oracle may terminate Customer's technical support service under this ordering document.

Technical support is provided under Oracle's technical support policies in effect at the time the services are provided. The technical support policies are subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of services provided for supported programs and/or hardware during the period for which technical support has been ordered. You should review the technical support policies prior to entering into this ordering document. The current version of the technical support policies may be accessed at <http://www.oracle.com/us/support/policies/index.html>.

Please execute and return to your Oracle Support Sales Representative a copy of the attached Oracle Public Sector Technical Support Services Agreement for Hospitality and Retail (the "agreement"). You agree that the technical support services acquired under this ordering document will be governed by the terms and conditions of the agreement. Oracle acknowledges that you may have acquired such programs and/or hardware under a separate agreement with another company ("separate agreement"). Oracle's requirement that you sign the attached agreement is for purposes of governing the technical support services only and is not in any way superseding the rights granted for the programs and/or hardware set forth in the order in which the programs and/or hardware were acquired,

This ordering document incorporates the agreement by reference. In the event of inconsistencies between the terms contained in this ordering document and the agreement, this ordering document shall take precedence.

ORDER PROCESSING DETAILS

Your order is subject to Oracle's acceptance. Your order is deemed to be placed when you provide Oracle with details for payment (e.g., your purchase order or a credit card confirmation for the order as detailed below) or an executed Oracle Financing contract. Once placed, your order shall be nonrefundable, except as provided in the agreement.

Technical Support fees are invoiced Quarterly in Arrears. All fees payable to Oracle are due within 30 NET from date of invoice.

Oracle will issue an invoice to you upon receipt of a purchase order or a form of payment acceptable to Oracle. You agree to pay any sales, value-added or other similar taxes imposed by applicable law, except for taxes based on Oracle's income. Regardless of the form of payment:

- Unless you are an U.S. federal government entity, Oracle's invoice includes applicable sales tax, GST, or VAT (collectively referred to as "tax"). If Squaxin Island Gaming Enterprises c/o Little Creek Casino Resort is a tax exempt organization and is not an U.S. federal government entity, a copy of Squaxin Island Gaming Enterprises c/o Little Creek Casino Resort's tax exemption certificate must be submitted with Squaxin Island Gaming Enterprises c/o Little Creek Casino Resort's purchase order or credit card.

Purchase Order

If the technical support services on this ordering document will be ordered and paid under a purchase order, the purchase order must be in a non-editable format (e.g., PDF) and include the following information:

- Support Service Number: MIC-351062_W
- Total Price: USD 1,599.73 (excluding applicable tax)
- Local Tax, if applicable

In issuing a purchase order, Squaxin Island Gaming Enterprises c/o Little Creek Casino Resort agrees that the terms of this ordering document the attached Oracle Public Sector Technical Support Services Agreement for Hospitality and Retail supersede the terms in the purchase order or any other non-Oracle document, and no terms included in any such purchase order or other non-Oracle document shall apply to the technical support services ordered under this ordering document.

Please e-mail or fax the purchase order to Oracle in accordance with the Remittance Details section below.

Credit Card Confirmation

If the technical support services on this ordering document will be ordered and paid by credit card, please complete the information in this section and return it to Oracle in accordance with the Remittance Details section below. The credit card used to make payment must be valid for the entire support services term. Please note that Oracle is unable to process credit card transactions of USD \$100,000 or greater or transactions that are not in USD.

Credit Card Number

Credit Card Type (Visa, MasterCard, AMEX, JCB (for Japan only))

Expiration Date

Billing Address (associated with Credit Card)

City, State, and Zip (associated with Credit Card)

Authorized Signature

Name (as it appears on the credit card)

In issuing this credit card confirmation, Squaxin Island Gaming Enterprises c/o Little Creek Casino Resort agrees that only the terms of this ordering document and the agreement shall apply to the technical support services ordered under this ordering document. No terms attached or submitted with the credit card confirmation shall apply.

Remittance Details

Purchase orders or credit card details for the technical support services ordered under this ordering document should be sent to:

Attn: Kersten Emery
Oracle Support Services
Fax:
E-mail: kersten.emery@oracle.com

This ordering document shall become binding upon execution by you and acceptance by Oracle.

Squaxin Island Gaming Enterprises c/o Little Creek Casino Resort

Authorized Signature

Name

Title

Signature Date



20-Oct-15

Blake Nutt
Squaxin Island Gaming Enterprises c/o Little Creek Casino Resort
91 WEST STATE ROUTE 108
SHELTON
WA 98584
United States

Dear Blake Nutt

As part of Oracle's acquisition of Micros Systems, Inc. ("MICROS"), the MICROS technical support terms related to your hardware and software program renewals are no longer valid. Therefore, in order to receive hardware and/or software program technical support services from Oracle, you must renew your technical support services directly with Oracle.

Renewing your hardware and software program technical support services with Oracle provides you with the following benefits:

- Access to Oracle/MICROS trained personnel for technical support services on your hardware and software programs
- Assistance with keeping your hardware and software programs functioning optimally in order to reduce downtime
- Peace of mind so you can focus on your customers

To prevent interruption of your technical support services under support service number MIC-63482_11, please renew your technical support services directly with Oracle under Oracle's technical support services terms. To do so, complete your order for the technical support services identified in this ordering document on or before 15-Nov-15. You may complete your order via the Oracle Store. If you are unable to access or complete your order via the Oracle Store, please contact your Oracle Support Sales Representative identified below.

Oracle Store Instructions (If you have trouble accessing your technical support services renewal through Quick Checkout, try resetting your password using the Username and Password instruction below.)

- **To View Your Support Service Renewal Under the Support Service Number Stated Above and Complete Your Order:** Click [Quick Checkout](#)
- **To Manage Your Account and View All of Your Support Service Renewals by Their Applicable Support Service Number:** Click [Manage Support Service Renewals](#)

- **Username and Password**

When visiting Oracle Store you will be prompted to enter your username and password. Please enter the Oracle.com username set forth below. If you have an existing Oracle.com account, enter your existing password for the username provided. If you do not have an Oracle.com account or have forgotten your password, please select the MyProfile Reset Password link located [here](#) to create a new password.

Username:

If you have questions regarding your order or require further information, please contact me at the e-mail address or telephone number provided below.

Regards,

Kersten Emery
Oracle Support Services
E-mail: kersten.emery@oracle.com
Tel.: +17028547172
Fax:



GENERAL INFORMATION

OFFER EXPIRATION		ORACLE: Micros Fidelio Worldwide LLC	
Support Service Number:	MIC-63482_11	Oracle Support Sales Representative:	Kersten Emery
Offer Expires:	14-Dec-15	Telephone:	+17028547172
		Fax:	
		E-mail:	kersten.emery@oracle.com
CUSTOMER: Squaxin Island Gaming Enterprises c/o Little Creek Casino Resort			
CUSTOMER QUOTE TO		CUSTOMER BILL TO	
Account Contact:	Blake Nutt	Account Contact:	Blake Nutt
Account Name:	Squaxin Island Gaming Enterprises c/o Little Creek Casino Resort	Account Name:	Squaxin Island Gaming Enterprises c/o Little Creek Casino Resort
Address:	91 WEST STATE ROUTE 108 SHELTON WA 98584 United States	Address:	91 WEST STATE ROUTE 108 SHELTON WA 98584 United States
Telephone:	360.427.3039	Telephone:	-360.427.3039
Fax:		Fax:	
E-mail:	Blake.nutt@little-creek.com	E-mail:	Blake.nutt@little-creek.com

"You" and "Your" as referenced in this ordering document refers to the Customer identified in the table above.

Oracle may provide certain notices about technical support services via e-mail. Accordingly, please verify and update the Customer Quote To and Customer Bill To information in the above table to help ensure that You receive such communications from Oracle. If changes are required to the Customer Quote To and Customer Bill To information, please e-mail or fax the updated information, with Your support service number MIC-63482_11, to Your Oracle Support Sales Representative identified in the table above.

SERVICE DETAILS

Program Technical Support Services

Service Level: Software Update License & Support

Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	End Date	Price
MICROS CAS I/F - PROFITWATCH, METROPOLIS TECH. - Property Perpetual	19974372	1			15-Dec-15	14-Dec-16	631.44
Micros EFT I/F - Southern Data Comm XML - Property Perpetual	19974372	1			15-Dec-15	14-Dec-16	1,389.20
MICROS KSS I/F - KABA ILCO (COMMENT: FORMERLY ILCO UNICAN OR SILCA UNICAN) / OPERA - Property Perpetual	19974372	1			15-Dec-15	14-Dec-16	840.48
MICROS MSC I/F: MICROS iCARE INTERFACE/OPERA	19974372	1			15-Dec-15	14-Dec-16	0.00
Micros OPERA WEB SELF SERVICE VERSION V4.00 (includes GUI) - Guest Room Perpetual	19974372	190			15-Dec-15	14-Dec-16	1,107.70
MICROS OPERA XCHANGE 2-WAY FOR MYLINK NA ONLY	19974372	1			15-Dec-15	14-Dec-16	0.00
MICROS ORACLE LICENSE OPERA PMS ALL VERSIONS & ALL MODULES (EE DB, EE RAC, EE IAS, BI PUBLISHER)	19974372	44			15-Dec-15	14-Dec-16	322.08
MICROS ORACLE LICENSE OPERA S&C ALL VERSIONS & ALL MODULES - PER ROOM (EE DB, EE RAC, EE IAS, BI PUBLISHER)	19974372	44			15-Dec-15	14-Dec-16	117.48
MICROS ORACLE LICENSE OPERA S&C ALL VERSIONS & ALL MODULES - PER ROOM (EE DB, EE RAC, EE IAS, BI PUBLISHER)	19974372	190			15-Dec-15	14-Dec-16	507.30
MICROS Oracle Software	19974372	5			15-Dec-15	14-Dec-16	378.90
MICROS ORLIC_OPERA PMS ALL VERSIONS	19974372	190			15-Dec-15	14-Dec-16	480.70
MICROS ORLIC_OPERA WEB SELF SERVICE ALL VERSIONS	19974372	190			15-Dec-15	14-Dec-16	110.20
MICROS TMS I/F - MITEL SX-2000 /3300 MCD / OPERA - Property Perpetual	19974372	1			15-Dec-15	14-Dec-16	631.44
MICROS VSS I/F - ONCOMMAND - Property Perpetual	19974372	1			15-Dec-15	14-Dec-16	631.44

Program Technical Support Services**Service Level: Software Update License & Support**

Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	End Date	Price
Oracle Hospitality OPERA 5 Property Premium - Guest Room Perpetual	19974372	190			15-Dec-15	14-Dec-16	6,237.70
Oracle Hospitality OPERA 5 Property Premium - Guest Room Perpetual	19974372	44			15-Dec-15	14-Dec-16	1,444.52
Oracle Hospitality OPERA 5 Sales and Catering Premium - Guest Room Perpetual	19974372	190			15-Dec-15	14-Dec-16	2,025.40
Oracle Hospitality OPERA 5 Sales and Catering Premium - Guest Room Perpetual	19974372	44			15-Dec-15	14-Dec-16	469.04
Oracle Hospitality OPERA Back Office Interface - Property Perpetual	19974372	1			15-Dec-15	14-Dec-16	292.74
Oracle Hospitality OPERA Commission Handling - Guest Room Perpetual	19974372	44			15-Dec-15	14-Dec-16	57.64
Oracle Hospitality OPERA Comp Accounting - Property Perpetual	19974372	1			15-Dec-15	14-Dec-16	1,024.78
Oracle Hospitality OPERA Electronic Signature Capture for Orion Software - Property Perpetual	19974372	1			15-Dec-15	14-Dec-16	506.82
Oracle Hospitality OPERA Exchange HTNG for Active Network - Property Perpetual	19974372	1			15-Dec-15	14-Dec-16	1,824.03
Oracle Hospitality OPERA Gaming Interface for Bally CMP - Property Perpetual	19974372	1			15-Dec-15	14-Dec-16	3,791.71
Oracle Hospitality VMS Interface for Mitel Express Messenger Embedded Messaging - Property Perpetual	19974372	1			15-Dec-15	14-Dec-16	631.44

Program Technical Support Fees: USD 25,454.18

Total Price: USD 25,454.18

Plus applicable tax

Please note the following:

- If You have questions regarding the Service Details section of this ordering document, or believe that corrections are required, please contact Your Oracle Support Sales Representative identified on the first page of this ordering document.
- Please review Oracle's technical support policies, including the Lifetime Support Policy, before entering into this ordering document. Under Oracle's Lifetime Support Policy, the support level for an Oracle product, if applicable, may change during the term of the services purchased under this

ordering document. If extended support is offered, an additional fee will be charged for such support if ordered. If You would like to purchase extended support please contact Your Oracle Support Sales Representative identified on the first page of this ordering document.

- If Oracle accepts Your order, the start date set forth in the Service Details table above shall serve as the commencement date of the technical support services and the technical support services ordered under this ordering document will be provided through the end date specified in the table for the applicable programs and/ or hardware ("Support Period").
- If any of the fields listed in the Service Details table above are blank, then such fields do not apply for the applicable programs and/or hardware for which You are purchasing technical support services.

TECHNICAL SUPPORT SERVICES TERMS

If the Customer and the Customer Quote To name identified in the General Information table above are not the same, Squaxin Island Gaming Enterprises c/o Little Creek Casino Resort represents that Customer has authorized Squaxin Island Gaming Enterprises c/o Little Creek Casino Resort to execute this ordering document on Customer's behalf and to bind Customer to the terms described herein. Squaxin Island Gaming Enterprises c/o Little Creek Casino Resort agrees that the services ordered are for the sole benefit of Customer and shall only be used by Customer. Squaxin Island Gaming Enterprises c/o Little Creek Casino Resort agrees to advise Customer of the terms of this ordering document as well as any communications received from Oracle regarding the services.

If the Customer and the Customer Bill To name identified in the General Information table above are not the same, Customer agrees that: a) Customer has the ultimate responsibility for payments under this ordering document; and b) any failure of Squaxin Island Gaming Enterprises c/o Little Creek Casino Resort to make timely payment per the terms of this ordering document shall be deemed a breach by Customer and, in addition to any other remedies available to Oracle, Oracle may terminate Customer's technical support service under this ordering document.

Technical support is provided under Oracle's technical support policies in effect at the time the services are provided. The technical support policies are subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of services provided for supported programs and/or hardware during the period for which fees for technical support have been paid. You should review the technical support policies prior to entering into this ordering document. The current version of the technical support policies may be accessed at <http://www.oracle.com/us/support/policies/index.html>.

In order to renew the technical support services specified in the Service Details table above, You may complete Your order via the Oracle Store, including accepting the Oracle Hospitality and Retail Technical Support Services Agreement (the "agreement"). Please see the first page of this ordering document for information on accessing the Oracle Store. If you are unable to access or complete your order via the Oracle Store, please contact Your Oracle Support Sales Representative identified on the first page of this ordering document.

Upon acceptance of the agreement, either in writing or accepted online through the Oracle Store, You agree that the technical support services acquired under this order will be governed by the terms and conditions of the agreement. Oracle acknowledges that You may have acquired such programs and/or hardware under a separate contract with another company. Oracle's requirement that You accept the agreement is for purposes of governing the technical support services only and is not in any way superseding the rights granted for the programs and/or hardware set forth in the order in which the programs and/or hardware were acquired.

Provided You have not opted out of Auto Renew, then at the end of the Support Period specified in the Service Details section above, the technical support services will Auto Renew for an additional Support Period subject to the terms of this ordering document and the agreement. Auto Renew is the process by which technical support services are automatically extended for an additional Support Period. Please refer to Your agreement for additional information on Auto Renew, including opt out information.

This ordering document incorporates the agreement by reference. In the event of inconsistencies between the terms contained in this ordering document and the agreement, this ordering document shall take precedence.

ORDER PROCESSING DETAILS

Your order is subject to Oracle's acceptance. Your order is deemed to be placed when You provide Oracle with details for payment (e.g., Your purchase order, Your check, a credit card confirmation or payment confirmation for the order as detailed below) or an executed Oracle Financing contract. Once placed, Your order shall be non-cancelable and the sums paid nonrefundable, except as provided in the agreement.

Please note that if the pre-tax value of this ordering document is USD \$2,000 or less, the technical support services ordered (i) must be paid by credit card; or (ii) You must renew Your support via the Oracle Store. Please contact Your Oracle Support Sales Representative for details regarding renewing Your support via the Oracle Store.

Technical Support fees are invoiced Quarterly in Arrears. All fees payable to Oracle are due within 30 NET from date of invoice.

Oracle will issue an invoice to You upon receipt of a purchase order or a form of payment acceptable to Oracle. You agree to pay any sales, value-added or other similar taxes imposed by applicable law, except for taxes based on Oracle's income.

"If Squaxin Island Gaming Enterprises c/o Little Creek Casino Resort is a tax exempt organization, a copy of Squaxin Island Gaming Enterprises c/o Little Creek Casino Resort's tax exemption certificate must be submitted with Squaxin Island Gaming Enterprises c/o Little Creek Casino Resort's purchase order, check, credit card or other acceptable form of payment."

Purchase Order

If the technical support services on this ordering document will be ordered and paid under a purchase order, the purchase order must be in a non-editable format (e.g., PDF) and include the following information:

- Support Service Number: MIC-63482_11
- Total Price: USD 25,454.18 (excluding applicable tax)
- Local Tax, if applicable

In issuing a purchase order, Squaxin Island Gaming Enterprises c/o Little Creek Casino Resort agrees that the terms of this ordering document and the agreement supersede the terms in the purchase order or any other non-Oracle document, and no terms included in any such purchase order or other non-Oracle document shall apply to the technical support services ordered under this ordering document.

Please e-mail or fax the purchase order to Oracle in accordance with the Remittance Details section below.

Check

If the technical support services on this ordering document will be ordered and paid by check, the check must include the following information:

- Support Service Number: MIC-63482_11
- Total Price: USD 25,454.18 (excluding applicable tax)
- Local Tax, if applicable

In issuing a check, Squaxin Island Gaming Enterprises c/o Little Creek Casino Resort agrees that only the

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terms of this ordering document and the agreement shall apply to the technical support services ordered under this ordering document. No terms attached or submitted with the check shall apply.

Please mail check payments in accordance with the Remittance Details section below.

Credit Card Confirmation

If the technical support services on this ordering document will be ordered and paid by credit card, please complete the information in this section and return it to Oracle in accordance with the Remittance Details section below. The credit card used to make payment must be valid for the entire support services term. Please note that Oracle is unable to process credit card transactions of USD \$100,000 or greater or transactions that are not in USD.

Credit Card Number

Credit Card Type (Visa, MasterCard, AMEX)

Expiration Date

Billing Address (associated with Credit Card)

City, State, and Zip (associated with Credit Card)

Authorized Signature

Name (as it appears on the credit card)

In issuing this credit card confirmation, Squaxin Island Gaming Enterprises c/o Little Creek Casino Resort agrees that only the terms of this ordering document and the agreement shall apply to the technical support services ordered under this ordering document. No terms attached or submitted with the credit card confirmation shall apply.

Payment Confirmation

If the technical support services on this ordering document cannot be ordered and paid under a purchase order, check or credit card, please complete this payment confirmation and return it to Oracle in accordance with the Remittance Details section below. Please initial the following statement that best applies to You.

- ____ Squaxin Island Gaming Enterprises c/o Little Creek Casino Resort does not issue purchase orders.
- ____ Squaxin Island Gaming Enterprises c/o Little Creek Casino Resort does not require a purchase order for the services ordered hereto.

Squaxin Island Gaming Enterprises c/o Little Creek Casino Resort certifies that the information provided above is accurate and complies with Squaxin Island Gaming Enterprises c/o Little Creek Casino Resort's business practices in entering into this ordering document, including obtaining all necessary approvals to release the funds for this order. In issuing this payment confirmation, Squaxin Island Gaming Enterprises c/o Little Creek Casino Resort agrees that the terms of this ordering document and the agreement shall

apply to the technical support services ordered under this ordering document. No terms attached or submitted with the payment confirmation shall apply.

The signature below affirms Squaxin Island Gaming Enterprises c/o Little Creek Casino Resort's commitment to pay for the services ordered in accordance with the terms of this ordering document.

Squaxin Island Gaming Enterprises c/o Little
Creek Casino Resort

Authorized Signature

Name

Title

Signature Date

Remittance Details

Purchase orders, credit card details, or payment confirmation for the technical support services ordered under this ordering document should be sent to:

Attn: Kersten Emery
Oracle Support Services
Fax:
E-mail: kersten.emery@oracle.com

Checks for the technical support services ordered under this ordering document should be sent to:

Post Office Remittance Address:

Micros Fidelio Worldwide, LLC
P. O. Box 740521
Los Angeles, CA 90074-0521

Overnight Mail:

Bank of America Lockbox Services
Lockbox 740521
2706 Media Center Drive
Los Angeles, CA 90065-1733



8-Jul-15

Blake Nutt
Squaxin Island Gaming Enterprises c/o Little Creek Casino Resort
91 WEST STATE ROUTE 108
SHELTON
WA 98584
United States

Dear Blake Nutt

The technical support services provided under support service number MIC-138437_5 will expire, or have expired, on 30-Apr-15. Please find attached an ordering document for the renewal of these technical support services. If applicable, the attached ordering document may include technical support services that you have requested to order that are in addition to the technical support services that you are renewing.

To prevent interruption to and/or termination of technical support services, please complete your order for the renewal of technical support services, identified in the ordering document, by issuing a form of payment acceptable to Oracle in accordance with the Order Processing Details section of the ordering document on or before 15-Jul-15.

If you have questions regarding your order or require further information, please contact me at the e-mail address or telephone number provided below.

Regards,

Kersten Emery
Oracle Support Services
E-mail: kersten.emery@oracle.com
Tel.: +17022271191
Fax:



GENERAL INFORMATION

OFFER EXPIRATION		ORACLE: Micros Fidelio Worldwide LLC	
Support Service Number:	MIC-138437_5	Oracle Support Sales Representative:	Kersten Emery
Offer Expires:	15-Jul-15	Telephone:	+17022271191
		Fax:	
		E-mail:	kersten.emery@oracle.com
CUSTOMER: Squaxin Island Gaming Enterprises c/o Little Creek Casino Resort			
CUSTOMER QUOTE TO		CUSTOMER BILL TO	
Account Contact:	Blake Nutt	Account Contact:	Blake Nutt
Account Name:	Squaxin Island Gaming Enterprises c/o Little Creek Casino Resort	Account Name:	Squaxin Island Gaming Enterprises c/o Little Creek Casino Resort
Address:	91 WEST STATE ROUTE 108 SHELTON WA 98584 United States	Address:	91 WEST STATE ROUTE 108 SHELTON WA 98584 United States
Telephone:	360.427.3039	Telephone:	-360.427.3039
Fax:		Fax:	
E-mail:	Blake.nutt@little-creek.com	E-mail:	Blake.nutt@little-creek.com

"You" and "your" as referenced in this ordering document refers to the Customer identified in the table above.

Oracle may provide certain notices about technical support services via e-mail. Accordingly, please verify and update the Customer Quote To and Customer Bill To information in the above table to help ensure that you receive such communications from Oracle. If changes are required to the Customer Quote To and Customer Bill To information, please e-mail or fax the updated information, with your support service number MIC-138437_5, to your Oracle Support Sales Representative identified in the table above.

SERVICE DETAILS

Program Technical Support Services							
Service Level: Software Update License & Support							
Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	End Date	Price
MICROS 9700 Foundation - Client Perpetual	19974372	52			1-May-15	30-Apr-16	3,267.68
Oracle Hospitality 9700 Foundation - System Perpetual	19974372	1			1-May-15	30-Apr-16	1,124.77
Program Technical Support Fees:							USD 4,392.45

Program Technical Support Services							
Service Level: Oracle Hospitality POS Annual Support Subscription for Merchant Link							
Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	End Date	Price
MICROS 9700 Credit Card Driver 41+ Point of Sale Clients - System Perpetual	19974372	1			1-May-15	30-Apr-16	900.00
Program Technical Support Fees:							USD 900.00

Program Technical Support Services							
Service Level: Software Update License & Support (Legacy Micros SEL)							
Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	End Date	Price
MICROS 9700 Foundation - Client Perpetual	19974372	52			1-May-15	30-Apr-16	3,810.56
Oracle Hospitality 9700 Foundation - System Perpetual	19974372	1			1-May-15	30-Apr-16	281.84
Program Technical Support Fees:							USD 4,092.40

Total Price: USD 9,384.85

Plus applicable tax

Please note the following:

- If you have questions regarding the Service Details section of this ordering document, or believe that corrections are required, please contact Your Oracle Support Sales Representative identified on the first page of this ordering document.
- Please review Oracle's technical support policies, including the Lifetime Support Policy, before entering into this ordering document. Under Oracle's Lifetime Support Policy, the support level for

an Oracle product, if applicable, may change during the term of the services purchased under this ordering document. If extended support is offered, an additional fee will be charged for such support if ordered. If you would like to purchase extended support please contact Your Oracle Support Sales Representative identified on the first page of this ordering document.

- If Oracle accepts your order, the start date set forth in the Service Details table above shall serve as the commencement date of the technical support services and the technical support services ordered under this ordering document will be provided through the end date specified in the table for the applicable programs and/ or hardware.
- If any of the fields listed in the Service Details table above are blank, then such fields do not apply for the applicable programs and/or hardware for which you are purchasing technical support services.

TECHNICAL SUPPORT SERVICES TERMS

If the Customer and the Customer Quote To name identified in the General Information table above are not the same, Squaxin Island Gaming Enterprises c/o Little Creek Casino Resort represents that Customer has authorized Squaxin Island Gaming Enterprises c/o Little Creek Casino Resort to execute this ordering document on Customer's behalf and to bind Customer to the terms described herein. Squaxin Island Gaming Enterprises c/o Little Creek Casino Resort agrees that the services ordered are for the sole benefit of Customer and shall only be used by Customer. Squaxin Island Gaming Enterprises c/o Little Creek Casino Resort agrees to advise Customer of the terms of this ordering document as well as any communications received from Oracle regarding the services.

If the Customer and the Customer Bill To name identified in the General Information table above are not the same, Customer agrees that: a) Customer has the ultimate responsibility for payments under this ordering document; and, b) any failure of Squaxin Island Gaming Enterprises c/o Little Creek Casino Resort to make timely payment per the terms of this ordering document shall be deemed a breach by Customer and, in addition to any other remedies available to Oracle, Oracle may terminate Customer's technical support service under this ordering document.

Technical support is provided under Oracle's technical support policies in effect at the time the services are provided. The technical support policies are subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of services provided for supported programs and/or hardware during the period for which technical support has been ordered. You should review the technical support policies prior to entering into this ordering document. The current version of the technical support policies may be accessed at <http://www.oracle.com/us/support/policies/index.html>.

Please execute and return to your Oracle Support Sales Representative a copy of the attached Oracle Public Sector Technical Support Services Agreement for Hospitality and Retail (the "agreement"). You agree that the technical support services acquired under this ordering document will be governed by the terms and conditions of the agreement. Oracle acknowledges that you may have acquired such programs and/or hardware under a separate agreement with another company ("separate agreement"). Oracle's requirement that you sign the attached agreement is for purposes of governing the technical support services only and is not in any way superseding the rights granted for the programs and/or hardware set forth in the order in which the programs and/or hardware were acquired,

This ordering document incorporates the agreement by reference. In the event of inconsistencies between the terms contained in this ordering document and the agreement, this ordering document shall take precedence.

ORDER PROCESSING DETAILS

Your order is subject to Oracle's acceptance. Your order is deemed to be placed when you provide Oracle with details for payment (e.g., your purchase order or a credit card confirmation for the order as detailed below) or an executed Oracle Financing contract. Once placed, your order shall be nonrefundable, except as provided in the agreement.

Technical Support fees are invoiced Quarterly in Arrears. All fees payable to Oracle are due within 30 NET from date of invoice.

Oracle will issue an invoice to you upon receipt of a purchase order or a form of payment acceptable to Oracle. You agree to pay any sales, value-added or other similar taxes imposed by applicable law, except for taxes based on Oracle's income. Regardless of the form of payment:

- Unless you are an U.S. federal government entity, Oracle's invoice includes applicable sales tax, GST, or VAT (collectively referred to as "tax"). If Squaxin Island Gaming Enterprises c/o Little Creek Casino Resort is a tax exempt organization and is not an U.S. federal government entity, a copy of Squaxin Island Gaming Enterprises c/o Little Creek Casino Resort's tax exemption certificate must be submitted with Squaxin Island Gaming Enterprises c/o Little Creek Casino Resort's purchase order or credit card.

Purchase Order

If the technical support services on this ordering document will be ordered and paid under a purchase order, the purchase order must be in a non-editable format (e.g., PDF) and include the following information:

- Support Service Number: MIC-138437_5
- Total Price: USD 9,384.85 (excluding applicable tax)
- Local Tax, if applicable

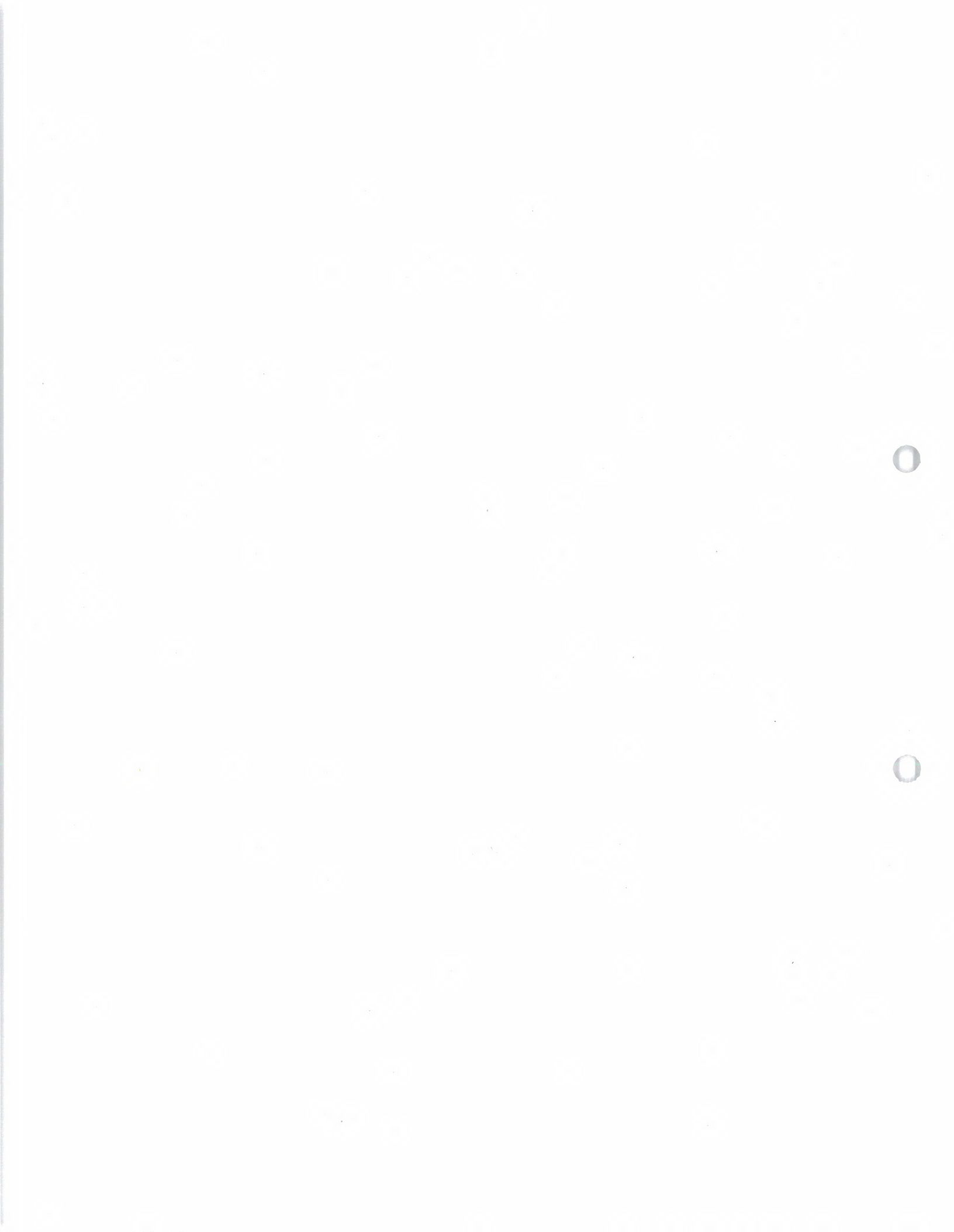
In issuing a purchase order, Squaxin Island Gaming Enterprises c/o Little Creek Casino Resort agrees that the terms of this ordering document the attached Oracle Public Sector Technical Support Services Agreement for Hospitality and Retail supersede the terms in the purchase order or any other non-Oracle document, and no terms included in any such purchase order or other non-Oracle document shall apply to the technical support services ordered under this ordering document.

Please e-mail or fax the purchase order to Oracle in accordance with the Remittance Details section below.

Credit Card Confirmation

If the technical support services on this ordering document will be ordered and paid by credit card, please complete the information in this section and return it to Oracle in accordance with the Remittance Details section below. The credit card used to make payment must be valid for the entire support services term. Please note that Oracle is unable to process credit card transactions of USD \$100,000 or greater or transactions that are not in USD.

Credit Card Number



Credit Card Type (Visa, MasterCard, AMEX, JCB (for Japan only))

Expiration Date

Billing Address (associated with Credit Card)

City, State, and Zip (associated with Credit Card)

Authorized Signature

Name (as it appears on the credit card)

In issuing this credit card confirmation, Squaxin Island Gaming Enterprises c/o Little Creek Casino Resort agrees that only the terms of this ordering document and the agreement shall apply to the technical support services ordered under this ordering document. No terms attached or submitted with the credit card confirmation shall apply

Remittance Details

Purchase orders or credit card details for the technical support services ordered under this ordering document should be sent to:

Attn: Kersten Emery
Oracle Support Services
Fax:
E-mail: kersten.emery@oracle.com

This ordering document shall become binding upon execution by you and acceptance by Oracle.

Squaxin Island Gaming Enterprises c/o Little Creek Casino Resort

Authorized Signature

Name

Title

Signature Date



ORACLE PUBLIC SECTOR TECHNICAL SUPPORT SERVICES AGREEMENT FOR HOSPITALITY AND RETAIL

This Oracle Hospitality and Retail Technical Support Services Agreement (this "Services Agreement") is between MICROS Fidelio Worldwide LLC (hereinafter referred to as "Oracle") and the individual or entity that has executed this Services Agreement.

1. DEFINITIONS

1.1 "**Agreement**" refers to this Oracle Public Sector Technical Support Services Agreement for Hospitality and Retail (including any amendments thereto). This Agreement governs Your use of the Technical Support Services (defined below) ordered from Oracle.

1.2 "**Hardware**" refers to the computer equipment, including components, options and spare parts.

1.3 "**Integrated Software**" refers to any software or programmable code that is (a) embedded or integrated in the Hardware and enables the functionality of the Hardware or (b) specifically provided to You by Oracle and specifically listed (i) in accompanying documentation, (ii) on an Oracle webpage or (iii) via a mechanism that facilitates installation for use with Your Hardware. Integrated Software does not include and You do not have rights to (a) code or functionality for diagnostic, maintenance, repair or technical support services; or (b) separately licensed applications, operating systems, development tools, or system management software or other code that is separately licensed by Oracle. For specific Hardware, Integrated Software includes Integrated Software Options separately ordered.

1.4 "**Operating System**" refers to the software that manages Hardware for Programs and other software.

1.5 "**Products**" refers to Programs, Hardware, Integrated Software and Operating System.

1.6 "**Programs**" refers to (a) the software owned or distributed by Oracle that You have ordered, (b) Program Documentation and (c) any Program updates acquired through technical support. Programs do not include Integrated Software or any Operating System or any software release prior to general availability (e.g., beta releases)

1.7 "**Program Documentation**" refers to the Program user manual and Program installation manuals. Program Documentation may be delivered with the Programs. You may access the documentation online at <http://oracle.com/documentation>.

1.8 "**Technical Support Services**" refers to technical support services which You have ordered in accordance with this Agreement.

1.9 "**You**" and "**Your**" refers to the entity that has executed these General Terms.

2. AGREEMENT TERM

Orders may be placed under this Agreement for five years from the Effective Date (indicated below in Section 18).

3. TECHNICAL SUPPORT

3.1 If ordered, annual Technical Support Services (including first year and all subsequent years) for Programs is provided under Oracle's Software Technical Support Policies in effect at the time the Technical Support Services are provided. You agree to cooperate with Oracle and provide the access, resources, materials, personnel, information and consents that Oracle may require in order to perform the Technical Support Services. The Oracle Software Technical Support Policies are incorporated in this Agreement and are subject to change at Oracle's discretion; however, Oracle policy changes will not result in a material reduction in the level of Technical Support Services provided for supported Programs during the period for which fees for Technical Support

Services have been paid. You should review the policies prior to entering into the order for the applicable Technical Support Services. You may access the current version of the Oracle Software Technical Support policies at <http://oracle.com/contracts>. If You decide to purchase Technical Support Services for any Program license within a license set, You are required to purchase Technical Support Services at the same level for all licenses within that license set. You may desupport a subset of licenses in a license set only if You agree to terminate that subset of licenses. The technical support fees for the remaining licenses will be priced in accordance with the technical support policies in effect at the time of termination. Oracle's license set definition is available in the current technical support policies. If You decide not to purchase technical support, You may not update any unsupported Program licenses with new versions of the Program.

3.2 If ordered, annual Technical Support Services (including first year and all subsequent years) for Hardware is provided under Oracle's Hardware and Systems Support Policies in effect at the time the Technical Support Services are provided. You agree to cooperate with Oracle and provide the access, resources, materials, personnel, information, and consents that Oracle may require in order to perform the Technical Support Services. The Oracle Hardware and Systems Support Policies are incorporated in this Agreement and are subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of Technical Support Services provided during the period for which fees for Technical Support Services have been paid. You should review the policies prior to entering into the order for Technical Support Services. You may access the current version of the Oracle Hardware and Systems Support Policies at <http://oracle.com/contracts>.

3.3 The Technical Support Services start date set forth in Your order shall serve as the commencement date of the Technical Support Services and the Technical Support Services ordered will be provided through the end date specified in Your order for the applicable Programs and/or Hardware.

4. OWNERSHIP

Oracle or its licensors retain all ownership and intellectual property rights to the Programs, Operating System, Integrated Software and anything developed or delivered under this Agreement.

5. WARRANTIES, DISCLAIMERS AND EXCLUSIVE REMEDIES

5.1 Oracle warrants that the Technical Support Services ordered and provided under this Agreement will be provided in a professional manner consistent with industry standards. You must notify Oracle of any Technical Support Service warranty deficiencies within 90 days from performance of the deficient Technical Support Services.

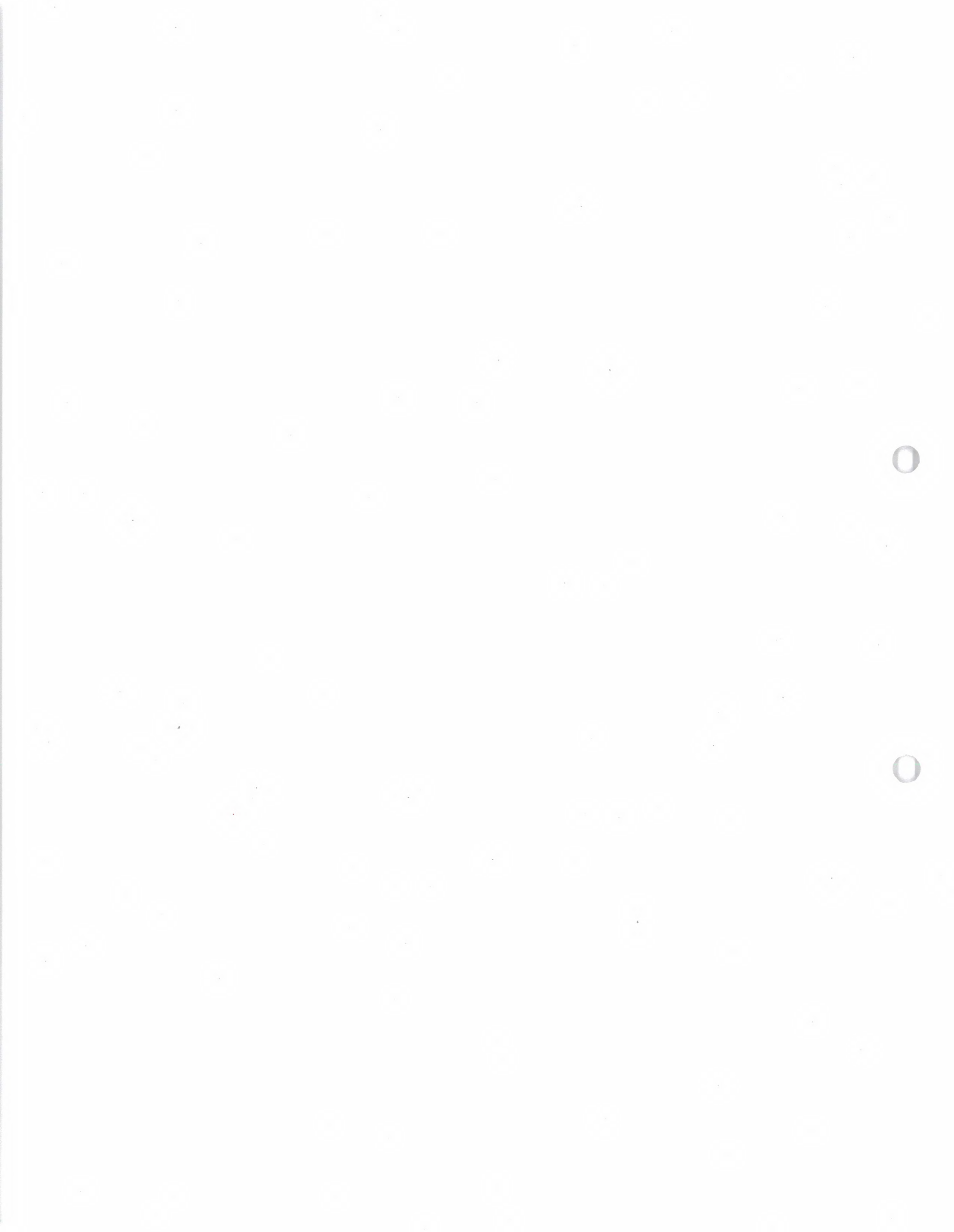
5.2 FOR ANY BREACH OF THE ABOVE WARRANTY, YOUR EXCLUSIVE REMEDY AND ORACLE'S ENTIRE LIABILITY SHALL BE REPERFORMANCE OF THE DEFICIENT TECHNICAL SUPPORT SERVICES; OR, IF ORACLE CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALY REASONABLE MANNER, YOU MAY END THE DEFICIENT TECHNICAL SUPPORT SERVICES AND RECOVER THE FEES YOU PAID TO ORACLE FOR THE DEFICIENT TECHNICAL SUPPORT SERVICES.

5.3 TO THE EXTENT NOT PROHIBITED BY LAW, THIS WARRANTY IS EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

6. INDEMNIFICATION

6.1 To the extent not prohibited by law and subject to sections 6.4 and 6.5 below, if a third party makes a claim against either You or Oracle ("Recipient" which may refer to You or Oracle depending upon which party received the Material), that any Provider owned information, design, specification, instruction, software, data, hardware, or material (collectively, "Material") furnished by either You or Oracle ("Provider" which may refer to You or Oracle depending on which party provided the Material) and used by the Recipient as part of the Technical Support Services herein infringes the third party's intellectual property rights, the Provider, at the Provider's sole cost and expense, will defend the Recipient against the claim and indemnify the Recipient from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by the Provider, if the Recipient does the following:

- a. notifies the Provider promptly in writing, not later than thirty (30) days after the Recipient receives notice of the claim (or sooner if required by applicable law);
- b. gives the Provider sole control of the defense and any settlement negotiations, to the extent permitted by law; and



c. gives the Provider the information, authority and assistance the Provider needs to defend against or settle the claim.

6.2 If the Provider believes or it is determined that any of the Material may have violated a third party's intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the license for, and require return of, the applicable Material and refund any fees the Recipient may have paid to the other party for it and, if Oracle is the Provider of an infringing Program, any unused, prepaid technical support fees You have paid to Oracle for the license of the infringing Program, if any. If such return materially affects Oracle's ability to meet its obligations under the relevant order, then Oracle may, at its option and upon thirty (30) days prior written notice, terminate the order.

6.3 Notwithstanding the provisions of section 6.2 and with respect to hardware only, if the Provider believes or it is determined that the hardware (or portion thereof) may have violated a third party's intellectual property rights, the Provider may choose to either replace or modify the hardware (or portion thereof) to be non-infringing (while substantially preserving its utility or functionality) or obtain a right to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may remove the applicable hardware (or portion thereof) and refund the net book value and, if Oracle is the Provider of infringing Hardware, any unused, prepaid technical support fees You have paid to Oracle for the Hardware, if any.

6.4 The Provider will not indemnify the Recipient if the Recipient alters Material or uses it outside the scope of use identified in the Provider's user documentation or if the Recipient uses a version of Material which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of Material which was provided to the Recipient, or if the Recipient continues to use the applicable Material after the end of the license to use that Material. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not owned by the Provider. Oracle will not indemnify You for any portion of an infringement claim that is based upon the combination of any Material with any products or services not provided by Oracle as part of the Technical Support Services. Oracle will not indemnify You for infringement caused by Your actions against any third party if the Program(s) as delivered to You and used in accordance with the terms of this Agreement would not otherwise infringe any third party intellectual property rights. Oracle will not indemnify You for any intellectual property infringement claim(s) known to You at the time license rights are obtained.

6.5 This section provides the parties' exclusive remedy for any infringement claims or damages.

7. TERMINATION

7.1 If either of us breaches a material term of this Agreement and fails to correct the breach within 30 days of written specification of the breach, then the breaching party is in default and the non-breaching party may terminate this Agreement. If Oracle terminates this Agreement as specified in the preceding sentence, You must pay within 30 days all amounts which have accrued prior to such termination, as well as all sums remaining unpaid for Technical Support Services received under this Agreement plus related taxes and expenses. Except for nonpayment of fees, the non-breaching party may agree in its sole discretion to extend the 30 day period for so long as the breaching party continues reasonable efforts to cure the breach. You agree that if You are in default under this Agreement, You may not use those Technical Support Service ordered.

7.2 You may terminate this Agreement at any time without cause by giving Oracle 30 days prior written notice of such termination. If You end this Agreement as specified in the preceding sentence, You agree You must pay within 30 days all amounts which have accrued prior to the end of this Agreement, as well as all sums remaining unpaid for Technical Support Services received under this Agreement plus applicable related taxes and expenses (if any).

7.3 If You have used a contract with Oracle or an affiliate of Oracle to pay for the fees due under an order and You are in default under that contract, You may not use the Technical Support Services that are subject to such contract.

7.4 Provisions that survive termination or expiration are those relating to limitation of liability, infringement indemnity, payment and others which by their nature are intended to survive.

8. FEES AND TAXES; PRICING, INVOICING AND PAYMENT OBLIGATION

8.1 All fees payable to Oracle are due within 30 days from the invoice date. You agree to pay any sales, value-added or other similar taxes imposed by applicable law that Oracle must pay based on the Technical Support Services You ordered, except for taxes based on Oracle's income. Reimbursement of expenses related to the provision of any Technical Support Services, if any, will be addressed in the relevant order and/or statement of work for such Technical Support Services.

8.2 You understand that You may receive multiple invoices for the Technical Support Services You ordered. Invoices will be submitted to You pursuant to Oracle's Invoicing Standards Policy, which may be accessed at <http://oracle.com/contracts>.

9. NONDISCLOSURE

9.1 By virtue of this Agreement, the parties may have access to information that is confidential to one another ("**Confidential Information**"). We each agree to disclose only information that is required for the performance of obligations under this Agreement. Confidential Information shall be limited information clearly identified as confidential at the time of disclosure.

9.2 A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.

9.3 Subject to the applicable law, we each agree not to disclose each other's Confidential Information to any third party other than those set forth in the following sentence for a period of three years from the date of the disclosing party's disclosure of the Confidential Information to the receiving party. We may disclose Confidential Information only to those employees or agents or subcontractors who are required to protect it against unauthorized disclosure in a manner no less protective than under this Agreement. Nothing shall prevent either party from disclosing the terms or pricing under this Agreement or orders submitted under this Agreement in any legal proceeding arising from or in connection with this Agreement or disclosing the Confidential Information to a governmental entity as required by law. In the event You receive a valid request for Oracle's Confidential Information pursuant to applicable law, You will provide Oracle with reasonable notice of such request and give Oracle an opportunity to object to or limit any such disclosure.

10. ENTIRE AGREEMENT

10.1 You agree that this Agreement and the information which is incorporated into this Agreement by written reference (including reference to information contained in a URL or referenced policy), together with the applicable order, are the complete agreement for the Technical Support Services ordered by You and supersede all prior or contemporaneous agreements or representations, written or oral, regarding such Technical Support Services.

10.2 It is expressly agreed that the terms of this Agreement and any Oracle order shall supersede the terms in any purchase order, procurement internet portal or any other similar non-Oracle document and no terms included in any such purchase order, portal or other non-Oracle document shall apply to the Technical Support Services ordered. In the event of any inconsistencies between the terms of an order and this Agreement, the order shall take precedence. This Agreement and orders may not be modified and the rights and restrictions may not be altered or waived except in a writing signed or accepted online through the Oracle Store by authorized representatives of You and of Oracle. Any notice required under this Agreement shall be provided to the other party in writing.

11. LIMITATION OF LIABILITY

NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE. ORACLE'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR YOUR ORDER, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNT OF THE FEES YOU PAID ORACLE UNDER THE ORDER GIVING RISE TO THE LIABILITY, AND IF SUCH DAMAGES RESULT FROM YOUR USE OF TECHNICAL SUPPORT SERVICES, SUCH LIABILITY

SHALL BE LIMITED TO THE FEES YOU PAID ORACLE FOR THE DEFICIENT TECHNICAL SUPPORT SERVICES GIVING RISE TO THE LIABILITY.

12. EXPORT

Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the Technical Support Services. You agree that such export laws govern Your use of any Technical Support Services deliverables provided under this Agreement, and You agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). You agree that no data, information, Product and/or materials resulting from Technical Support Services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

13. FORCE MAJEURE

Neither of us shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; pandemic, electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export, import or other license); other event outside the reasonable control of the obligated party. We both will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 30 days, either of us may cancel unperformed Technical Support Service and affected orders upon written notice. This section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or Your obligation to pay for Technical Support Services ordered or delivered.

14. GOVERNING LAW, JURISDICTION, AND SOVEREIGN IMMUNITY

14.1 This Agreement is governed by the substantive and procedural laws of the State of Washington, excluding any conflicts of laws rules thereof. You and Oracle agree that the courts of the State of Washington shall hold exclusive jurisdiction, venue and forum for any dispute arising under this Services Agreement and to submit to the exclusive jurisdiction of, and venue in, the federal and state courts of that state in any dispute arising out of or relating to this Agreement. You agree that exhaustion of Tribal Court remedies is not a prerequisite to dispute resolution in accordance with this Section 14 and disclaim and expressly waive the right to commence action in any Tribal Court.

14.2 Notwithstanding any provision to the contrary, nothing in this Services Agreement, the Ordering Document, or any related document shall be construed as or deemed a waiver of your sovereign immunity or that of the Squaxin Island Tribe, except as specifically stated in this subsection 14.2. You expressly and unequivocally waive your right of sovereign immunity from suit with respect to the obligations arising out of this Services Agreement; PROVIDED, however, that your waiver is limited as follows:

14.2.1 The waiver is limited to the jurisdiction of the courts specified in subsection 14.1 and the waiver is granted solely for the benefit of Oracle.

14.2.2 Any monetary recovery under the waiver shall not exceed the fees specified in Section 11 of the General Terms (Limitation of Liability) and shall be satisfied solely from the net unrestricted revenues of the Little Creek Casino Resort.

14.3 In no case shall you or the Squaxin Island Tribe hold harmless, defend, or indemnify Oracle, its officers, directors, employees, affiliates, or agents against losses, claims, damages, expenses, other liabilities and causes of action, of every nature whatsoever (collectively and individually "claims"), except to the extent such claims arise directly out of your gross negligence, material intentional breach of this agreement, or intentional, significant culpable act, and to the extent of available insurance.

15. NOTICE

If You have a dispute with Oracle or if You wish to provide a notice under the Indemnification section of this Agreement, or if You become subject to insolvency or other similar legal proceedings, You will promptly send written notice to: MFWW 6480 Cameron Street, Suite 305 Las Vegas, NV 89118-4335 to Attention: President, with a copy to: Oracle Corporation, 500 Oracle Parkway Redwood Shores, CA 94065, Attention: General Counsel, Legal Department.

16. ASSIGNMENT

You may not assign this Agreement or give or transfer any Technical Support Services or an interest in them to another individual or entity. If You grant a security interest in any Technical Support Services deliverables, the secured party has no right to use any Technical Support Services deliverables, and if You decide to finance Your acquisition of any Technical Support Services, You will follow Oracle's policies regarding financing which are at <http://oracle.com/contracts>. The foregoing shall not be construed to limit the rights You may otherwise have with respect to the Linux operating system, third party technology or Separately Licensed Third Party Technology licensed under open source or similar license terms.

17. OTHER

17.1 Oracle is an independent contractor and we agree that no partnership, joint venture, or agency relationship exists between us. We each will be responsible for paying our own employees, including employment related taxes and insurance.

17.2 If any term of this Agreement is found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with a term consistent with the purpose and intent of this Agreement.

17.3 Except for actions for nonpayment or breach of Oracle's proprietary rights, no action, regardless of form, arising out of or relating to this Agreement may be brought by either party more than two years after the cause of action has accrued.

17.4 Products and Technical Support Services deliverables are not designed for or specifically intended for use in nuclear facilities or other hazardous applications. You agree that it is Your responsibility to ensure safe use of Products and Technical Support Services deliverables in such applications.

17.5 The Uniform Computer Information Transactions Act does not apply to this Agreement or orders placed under it.

17.6 You understand that Oracle's business partners, including any third party firms retained by You to provide consulting services, are independent of Oracle and are not Oracle's agents. Oracle is not liable for nor bound by any acts of any such business partner unless (i) the business partner is providing services as an Oracle subcontractor in furtherance of an order placed under this Agreement and (ii) only to the same extent as Oracle would be responsible for the performance of Oracle resources under that order.

17.7 For software (i) that is part of Programs, Operating Systems, Integrated Software or Integrated Software Options (or all four) and (ii) that You receive from Oracle in binary form and (iii) that is licensed under an open source license that gives You the right to receive the source code for that binary, You may obtain a copy of the applicable source code from <https://oss.oracle.com/sources/> or <http://www.oracle.com/goto/opensourcecode>. If the source code for such software was not provided to You with the binary, You may also receive a copy of the source code on physical media by submitting a written request pursuant to the instructions in the "Written Offer for Source Code" section of the latter website.

17.8 For regulated gaming entities only: The parties acknowledge that You are engaged in a business that is subject to casino or other gaming regulatory oversight by relevant government authorities ("State Gaming Agencies"), including licensure or permit requirements ("License"). As a regulated gaming entity, Your contractual arrangements with both gaming and non-gaming vendors may be subject to review by State Gaming Agencies. Either party may terminate this Services Agreement upon ten days prior written notice to the other party if: (a) You determine that Your continued contractual arrangement with Oracle will violate or otherwise jeopardize a License issued to You by the relevant State Gaming Agency; or (b) Oracle determines that Oracle's continued contractual arrangement with You is not authorized under applicable state law. If a party terminates this Services Agreement pursuant to this section, then the order shall concurrently terminate and You agree to pay Oracle, within 30 days after the effective date of the termination of this Services Agreement and the order, the total amount due (but not yet paid) for all Technical Support Services provided to You under this Services Agreement and the order prior to the effective date of termination. You further agree that You are not entitled to any payment or refund, credit, or offset of fees due or paid for a termination pursuant to this section. **This section provides the parties' entire liability and exclusive remedy for claims related to gaming licenses or permits.**

18. AGREEMENT EFFECTIVE DATE

The Effective Date of this Agreement is _____. (DATE TO BE COMPLETED BY ORACLE)

Squaxin Island Gaming Enterprises c/o Little Creek Casino Resort		Micros Fidelio Worldwide LLC	
Signature	_____	Signature	_____
Name	_____	Name	_____
Title	_____	Title	_____
Signature Date	_____	Signature Date	_____