Downstream Development Authority of the Quapaw Tribe of Oklahoma
Supplement to Minutes dated 8/12/16.
Email Poll

Roll Call:	John Berrey, Chairman	Present
	Larry Ramsey, Secretary	Present
	Ranny McWatters, Treasurer	Present
	Marilyn Rogers, Member	Present
	Tamara Reeves, Member	Present

An email poll was conducted on Tuesday August 16, 2016.

All,
Attached is the Resolution from Steve Ward to authorize the new gaming equipment agreements with Aristocrat Technologies, Inc., and Video Games Technologies, Inc.
Please let me know your vote.

Also included are the

(1) Minimum Lease Agreement, which contains the minimum games each casino must maintain;
(2) ATI Master Gaming Device Purchase and Lease Agreement;
(3) VGT Equipment Lease Agreement;
(4) ATI Master Systems Agreement (for acquisition of the new Oasis System); and
(5) ATI and VGT Non-Disclosure Agreement.

Vote:

John Berrey	Yes	Ranny McWatters	Yes
Marilyn Rogers	Yes	Larry Ramsey	Yes
Tamara Reeves	Yes		

5 yes, 0 no, 0 abstaining, 0 absent
Motion Carries.

RESOLUTION NO. 08_16_16-A

A RESOLUTION APPROVING CERTAIN GAMING EQUIPMENT AGREEMENTS BETWEEN AND AMONG THE DOWNSTREAM AUTHORITY AND ARISTOCRAT TECHNOLOGIES, INC., AND VIDEO GAMES TECHNOLOGIES, INC.

WHEREAS, *the Downstream Development Authority of the Quapaw Tribe of Oklahoma (O-Gah-Pah) (the "Authority"), is an unincorporated entity wholly owned by the Quapaw Tribe of Oklahoma (O-Gah-Pah) (the "Tribe"), a federally recognized Indian nation; and*

WHEREAS, *the Authority was created under the laws of the Tribe and was authorized to develop, construct, manage, and operate the Downstream Casino Resort (the "Resort") and to engage in gaming pursuant to Tribal, federal, and state law on the Indian lands of the Tribe within the original Quapaw Reservation, as established as a homeland for the Quapaw Nation by the Treaty of May 13, 1833, Quapaw Code Title 17, § 101 et seq. (the "Charter"); and*

WHEREAS, *the Authority is expressly authorized to exercise its powers in the best interest of the Tribe, and to carry out its duties and responsibilities under the Charter of the Authority; and*

WHEREAS*, the Authority has concluded negotiations with Aristocrat Technologies, Inc. ("ATI"), and Video Games Technologies, Inc. ("VGT"), concerning proposed new agreements relating to gaming equipment, including: (1) a "Minimum Lease Agreement" with ATI and VGT; (2) a "Master Gaming Device Purchase and Lease Agreement" with ATI; (3) an "Equipment Lease Agreement" with VGT; (4) a "Master Systems Agreement" with ATI and VGT; and (6) a "Nondisclosure Agreement" with ATI and VGT (collectively the proposed agreements are referred to herein as the "ATI-VGT Agreements" or the "Agreements"); and*

WHEREAS, *the Authority, having had its staff, consultants, and legal counsel review and provide recommendations and comments concerning the proposed ATI-VGT Agreements, and having conducted deliberations concerning such proposed Agreements, desires to accept and approve such Agreements.*

NOW, THEREFORE, BE IT RESOLVED THAT the Authority hereby approves the ATI-VGT Agreements, and further authorizes and directs the Chairman of the Authority or any of the other officers of the Authority to execute and deliver to ATI and VGT the executed Agreements pursuant to this Resolution.

BE IT FURTHER RESOLVED THAT the Authority hereby approves the dispute resolution clauses as set forth in the ATI-VGT Agreements, including the limited waivers of the sovereign immunity of the Authority from suit as set forth in Section 26 of the Master Gaming Device Purchase and Lease Agreement, in Section 16 of the Equipment Lease Agreement, and in Section 15 of the Master Systems Agreement, so as to permit enforcement of such ATI-VGT Agreements; provided, however, that such limited waivers of immunity approved hereunder shall be subject to the express terms of such dispute resolution clauses, and shall be subject to the limitations on recourse as expressly set forth in each such clause; provided, further, that the limited waivers of immunity granted hereunder shall permit recourse solely to and against the Authority.

CERTIFICATION

The foregoing resolution of the Downstream Development Authority of the Quapaw Tribe of Oklahoma (O-Gah-Pah) was duly adopted by and through an electronic/telephonic vote of the Board of Members of the Authority on August 16, 2016, with a vote reflecting 5 yes, 0 no, 0 abstaining, and 0 absent.

John L. Berrey, Chairman
Downstream Authority

Larry J. Ramsey, Secretary
Downstream Authority

MASTER GAMING DEVICE PURCHASE AND LEASE AGREEMENT

This **MASTER GAMING DEVICE PURCHASE AND LEASE AGREEMENT** (this "**Agreement**") is entered into as of August __, 2016, ("**Effective Date**") by and between ARISTOCRAT TECHNOLOGIES, INC., a Nevada corporation ("**Aristocrat**"), with its offices at 7230 Amigo Street, Las Vegas, Nevada, 89119 and Downstream Development Authority of the Quapaw Tribe of Oklahoma (O-Gah-Pah), an enterprise of a federally recognized Indian tribe, d/b/a Downstream Casino Resort ("Downstream"), with its offices at 69300 East Nee Road, Quapaw OK, 74363; and the Quapaw Casino Authority of the Quapaw Tribe of Oklahoma (O-Gah-Pah), an enterprise of a federally recognized Indian tribe, d/b/a Quapaw Casino ("QCA"), located at 58100 East 64 Road, Miami, OK, 74354 (collectively, the "**Customer**"). The term "**Party**" or "**Parties**" used herein shall refer to any entity identified above, or all of them, as may be appropriate. The purpose of this Agreement is to memorialize the understanding of the Parties regarding the transfer of Products from Aristocrat to Customer either through a lease or purchase as specified herein.

1. **DEFINITIONS.** As it relates to this Agreement, the following definitions shall apply:
   - 1.1. "**Coin In**" where applicable, means the sum of all wagers accepted by the Gaming Devices.
   - 1.2. "**Collateral**" means all of Aristocrat's (or an affiliate of Aristocrat) right, title and interest in and to the Product(s) that is the subject of an Order and this Agreement together with any related signage and equipment; including all goods, general intangibles (including, without limitation, the Licensed Materials and the Intellectual Property as described herein), proceeds, insurance proceeds, substitutions, replacements, additions, accessories, accessions and any and all products of, and/or pertaining to, all Products hereafter sold, leased and/or licensed by Aristocrat to Customer.
   - 1.3. "**Customer**" is as specified within an Order or this Agreement.
   - 1.4. "**Gaming Device**" means an Aristocrat electronic gaming machine consisting of a box, monitor, coin hopper, coin acceptor/comparator, bill acceptor/validator, meter(s), electronics, and related gaming peripherals, and specifically includes the Software.
   - 1.5. "**Gaming Machine**" means a Gaming Device but excludes the Licensed Materials.
   - 1.6. "**Game**" means Software comprising a game to be displayed and played on a Gaming Device.
   - 1.7. "**Hyperlink System**" means the combination of Gaming Devices, Licensed Materials, a LAN network controller and server unit(s), and Hyperlink themed signs, meters, plasma display units, stools and bases.
   - 1.8. "**Intellectual Property**" means any and all intellectual and industrial property rights throughout the world including copyright (including future copyright and rights analogous to copyright), inventions (including patents), trademarks, service marks, designs and circuit layouts whether or not now existing or registered including any right to apply for the registration of such rights and all renewals and extensions. Intellectual Property shall specifically include the Licensed Materials as well as the operating and game software, hard drive (including the contents thereon), EPROMS, BIOS, or other chips, and glass contained within or a part of the Products.
   - 1.9. "**Jurisdiction**" means the state in which the Products are located.
   - 1.10. "**Licensed Materials**" means the trademarks, service marks, copyrights and artwork associated with the Products subject to this Agreement and Orders.
   - 1.11. "**MSP Gaming Devices**" means collectively Gaming Devices and stands, computer monitoring equipment, signage and meters, slot reel strips and Gaming Device glass, programmed microprocessor chips and boards used in connection with Aristocrat's MSP System.
   - 1.12. "**MSP System**" means Aristocrat's multi-site progressive gaming system and services related to computerized monitoring of linked progressive jackpot prizes enabling Aristocrat's progressive system to be linked in licensed casinos throughout the applicable state(s) with a linked progressive prize, subject to any and all applicable gaming regulations. The MSP System includes Games suitable for play with the MSP System, MSP Gaming Devices, and seats.
   - 1.13. "**Net Win**" where applicable, means the total monies collected by a Gaming Device minus fills and monies paid out by a Gaming Device.
   - 1.14. "**Order**" means an individual order for the purchase or lease of specific Products as referenced therein.
   - 1.15. "**Products**" means, collectively, any and all Gaming Devices, Hyperlink System, MSP System and/or SSP System, to be purchased and/or leased by Customer, as more fully described in an applicable Order.
   - 1.16. "**Qualified Location(s)**" shall be as specified within an Order and means all locations owned and operated by Customer or its affiliates set forth in Exhibit A and as limited herein.
   - 1.17. "**Software**" means any of the software including the computer code, modules, routines, and other related code contained or embedded within the network or Product.
   - 1.18. "**SSP System**" means Aristocrat's single-site progressive gaming system and services related to computerized monitoring of linked progressive jackpot prizes enabling Aristocrat's progressive system to be linked at a single-site with a progressive prize, subject to any and all applicable gaming regulations. The SSP System includes Games suitable for play with the SSP System, SSP Gaming Devices, and seats.

2. **Agreement Term**. The term of this Agreement (the "**Term**") shall commence upon the Effective Date of this Agreement and shall continue until October 1, 2021, after which it shall automatically renew for successive twelve (12) month periods unless either party provides 90 day written notice prior to the end of the Term or any successive 12 month period.
3. **Termination**. Aristocrat has the right to terminate this Agreement or an Order without penalty if Customer breaches any term, condition or warranty contained within this Agreement, or contained within any Order(s) or Exhibit(s). In addition to all other rights and remedies available at law and in equity, either party may terminate this Agreement immediately upon providing written notice to the other party in the event that:
   3.1. The non-terminating party fails to comply with any reasonable request made by the other for information concerning required background information, for purposes of complying with regulatory inquiries; or
   3.2. The terminating party reasonably determines that continued association with the non-terminating party would jeopardize the status of any gaming license pursued or currently held by the terminating party or its affiliate; or
   3.3. The non-terminating party materially breaches this Agreement; or
   3.4. Customer fails to make the payments required hereunder or to maintain adequate security. In the event of such breach, Aristocrat may, in its sole discretion, enter upon the Qualified Location(s) and retake and/or disconnect its Products.
4. **Orders**. This Agreement shall apply to all executed Orders placed by Customer during the Term.
5. **Qualified Locations.** During the Term, Customer may request, in writing, that additional locations owned or operated by Customer or its affiliates be included as Qualified Locations subject to Aristocrat's approval and confirmation that Aristocrat is authorized, pursuant to applicable laws and regulatory requirements, to do business with the additional Qualified Location(s). Such additional Qualified Locations shall also be subject to the terms and conditions of this Agreement.
6. **Payment.** All payments for Products shall be made in full, without offset or deduction, pursuant to the terms of the Order.
      6.1.1. Where applicable, for lease payments based upon a percentage of Net Win and/or Coin-In, Customer agrees to complete and submit to Aristocrat, on a monthly basis along with its lease payment, the "**Customer Participation Worksheet**," which shall be made available to Customer by Aristocrat. Customer shall also provide Aristocrat with copies of all applicable documentation used to support and calculate the figures submitted. Customer represents and warrants that any information supplied to Aristocrat on the Customer Participation Worksheet, or similar document approved by Aristocrat, will be true and correct at the time of submission. Customer shall permit Aristocrat to verify all such amounts remitted by providing Aristocrat reasonable access to the Products, its meters and any and all applicable documentation and records in order to verify the accuracy of the information submitted by Customer.
7. **Late Charge**. A late charge will apply to any amounts invoiced by Aristocrat where Aristocrat does not receive payment within terms specified in the applicable Order. The late charge will be calculated at (1) a rate of one and one-half percent (1.5%) of the unpaid amount per month, or (2) the maximum amount permissible by law, whichever amount is lower, and will be considered due and payable immediately upon invoice by Aristocrat. Should Customer be more than sixty (60) days past due on any obligation to Aristocrat at any Qualified Location included under this Agreement, Aristocrat reserves the right to terminate this Agreement in whole or with respect to such Qualified Location.
8. **Trials**. During any trial period ("**Trial Period**") offered by Aristocrat, the following additional terms and conditions shall apply:
   8.1. Customer shall bear all risk of loss relating to its use of the Products (including any Software);
   8.2. Aristocrat does not warrant that the Products will meet Customer's requirements, operate without interruption or be error free.
   8.3. Prior to the termination of the Trial Period, Customer shall provide ten (10) days' written notice of its intent to terminate, otherwise Customer agrees to purchase and/or lease the Products as set forth in the applicable Order. If Customer has provided the proper written notice of termination, Customer shall immediately cease operation of the Products at the expiration of the Trial Period and shall keep the Products safe until such time as Aristocrat can reasonably re-take possession.
   8.4. Customer agrees that it will not disclose to any third party any information regarding the Products' performance or Customer's evaluation thereof, including any results of benchmarking as any such information shall be considered Aristocrat's confidential information.
9. **Trade-Ins.** Customer shall notify Vendor of the Gaming Devices being traded-in or destroyed and represents they are the Gaming Devices indicated above and are fully operational with all Licensed Materials (the "**Trade-In Machines**"). Customer acknowledges all serial plates from the Trade-In Machines must be returned to Vendor. Customer's failure to return the serial plates within 30 days of the date of delivery of the new Gaming Devices ordered herein shall void all trade-in discounts. If voided, Customer shall be responsible to pay the amounts listed in the Order or invoice without applying any trade-in discounts. In the event of destruction, Customer will certify the Trade-In Machines were destroyed in accordance with applicable laws and regulations.
10. **Delivery.** Confirmation of the delivery and installation date to be determined upon acceptance of an Order by both Parties. Delivery lead times commence upon execution of Order by Aristocrat. The delivery date shall in no event be greater than six (6) months from execution of an Order by Aristocrat; provided, however, that Aristocrat shall be under no obligation to deliver such Gaming Devices unless and until Customer's payment accounts with Aristocrat are in good credit standing.
11. **Fills and other Jackpots.** Except with regard to an MSP System, Customer shall be solely responsible for all fills and payments of all wins by players. Customer shall also be solely responsible for the payment of all taxes and fees relating to the operation of the Gaming Devices, of any kind or nature whatsoever including gaming, wagering, handle or similar tax or fee, except license fees relating solely to the licensing of Aristocrat.
12. **Marketing and Regulatory-Approval Assistance.**
    12.1. **Marketing.** Customer agrees to provide (i) property-level marquee advertising support for key product releases, and (ii) weekly performance information on any Gaming Device test banks placed at Qualified Locations.

12.2. **Regulatory-Approval Assistance.** Upon request by Aristocrat or any applicable regulatory agency, Customer agrees to provide reasonable assistance to Aristocrat to attain gaming regulatory approval of its Gaming Devices, platforms, or any components thereof.

13. **MSP System.** Each Order for a MSP System placed by Customer shall be subject to the following terms and conditions, in addition to those other Terms and Conditions set forth herein.

13.1. **Installation.** Aristocrat will install the MSP System at a location identified by Customer on the gaming floor and Customer will not relocate the MSP System or its components without prior notice to Aristocrat. Aristocrat will provide Customer with a complete schedule of all MSP System components installed at the Qualified Locations. Each MSP System shall at all times remain the sole property of Aristocrat. Customer acknowledges that each MSP System will be linked to Games, Gaming Devices and systems located at gaming establishments subject to applicable laws and regulations ("**Other Systems**").

13.2. **Coin-In Percentage.** In consideration of Customer's right to use the MSP System and Aristocrat's undertakings in connection with the applicable Grand Jackpot, Aristocrat shall receive a Coin In percentage as set forth in the applicable MSP System Order. The MSP System Order shall state the manner in which the Coin In percentage will be calculated.

13.3. **MSP System Term and Termination.** Any termination of an MSP System Order shall be as stated herein, or as otherwise promulgated by the applicable gaming authorities. At any time, Aristocrat may require Customer to remove any MSP Gaming Devices connected to an MSP System which do not, in Aristocrat's sole discretion, generate sufficient revenues to be profitable. Upon any termination of an MSP System, the parties will each be responsible for their respective notification to the applicable gaming authorities in compliance with applicable gaming regulations and the entire MSP System shall be returned to Aristocrat in the same condition as when installed, normal wear and tear excepted.

13.4. **Grand Jackpot.** The top progressive jackpot ("**Grand Jackpot**") on each MSP System meter shall be set at a minimum amount ("**Grand Jackpot Minimum**"). Aristocrat shall be solely responsible for setting the Grand Jackpot Minimum and for payment of validly won Grand Jackpots, once the Grand Jackpot has been verified. Grand Jackpots shall be payable in a lump sum or periodic payments pursuant to applicable gaming regulations. Unless otherwise required by the jurisdiction, or those Grand Jackpots of Five Hundred Thousand Dollars ($500,000.00) or less, provided that Customer has the authority to do so, Customer may elect to make the first payment of the Grand Jackpot and seek reimbursement from Aristocrat in accordance with the provisions set forth below. After the Grand Jackpot is validly won, the MSP System meter shall be reset in an amount determined at the discretion of Aristocrat, which reset is presently intended to be no less than the Grand Jackpot Minimum.

13.5. **Verification Procedures.** Upon an apparent win of the Grand Jackpot, Customer shall take appropriate security measures to prevent further play of the MSP Gaming Device in question, preserve all surveillance images of the apparent win, and prohibit any opening, power shutdown, or other handling of the MSP Gaming Device until Aristocrat's authorized representative is present. For the avoidance of doubt, Customer acknowledges receipt of, and shall comply with, the applicable verification procedures outlined in the Aristocrat Technologies, Inc. Progressive Jackpot Verification and Approval manual ("**Verification Procedures**") and the Multi-Site Progressive Internal Controls Manual. Only upon full verification of the validity of the win and the correct Grand Jackpot figure shall payment of the Grand Jackpot be initiated. Aristocrat will reimburse Customer for making a payment of a Grand Jackpot upon Aristocrat's verification of the Grand Jackpot. However, Aristocrat shall not be required to reimburse Customer for a Grand Jackpot payment that: (i) is an invalid Grand Jackpot, which has not been verified in accordance with the Verification Procedures; or (ii) is an invalid Grand Jackpot, which is not recognized by the MSP System; or (iii) is claimed by a patron and disputed by Customer and Aristocrat before all dispute resolution procedures have been exhausted.

13.6. **Surveillance.** At all times during the term, Aristocrat shall provide 24-hour service of the MSP System; dedicated telephone lines; a central computer system including 24-hour computer monitoring; and collection and accounting of the Grand Jackpot; provided, however, Customer, at its sole expense, shall be responsible for securing and maintaining data communication lines from the gaming floor to the termination point of the dedicated telephone lines provided by Aristocrat. Customer shall be responsible for providing, establishing and maintaining appropriate machine surveillance and exterior security for the MSP System, as required by the Gaming Authorities and Aristocrat. Customer will be responsible for machine operation, game conduct and all reasonable maintenance activities and expenses at the Qualified Locations, clearing coin jams, exterior cleaning and replacement of fuses, light bulbs and maintenance of standard coin acceptors. Customer further agrees to abide by such security and internal control measures (including but not limited to, those measures adopted pursuant to applicable gaming regulations) as Aristocrat shall require and/or establish with the gaming authorities in relation to the MSP System.

13.7. **MSP System Fills, Handpays and Jackpots.** All fills and payments of all wins by players, except applicable Grand Jackpots, shall be the sole responsibility of, and timely paid by, Customer. All taxes and fees relating to the operation of an MSP System, of any kind or nature whatsoever including gaming, wagering, handle or similar taxes or fees shall also be the sole responsibility of and timely paid by Customer. At the end of the month following a win of a Grand Jackpot, Aristocrat will provide Customer with appropriate accounting information for Customer's computation of deductions, if any, for tax and fee purposes.

13.8. **Marketing.** Customer hereby grants Aristocrat a non-exclusive, royalty-free and revocable license to use Customer's name and registered trademark solely and exclusively in the advertising and promotion of the MSP System. Nothing in this Agreement shall be construed to or interpreted to grant or assign to Aristocrat any additional right, title, or interest in such trademark or trade name except the limited rights set forth herein. The MSP System is a trademark licensed exclusively by Aristocrat for use in the MSP System.

13.9. **MSP System Modification.** Subject to applicable gaming regulations, Aristocrat is authorized, in its sole discretion, at the time it shall so designate, to: (i) make modifications to the MSP System or MSP Gaming Devices, including (but not limited to) glass modifications, artwork modifications, change of machines, change of game hold percentage, or modification of the reel strips of the MSP Gaming Devices; (ii) modify the reel strips to increase the probable size of an applicable Grand Jackpot at the time of the probable win; provided, however that such modification may only be made subsequent to a win of the Grand Jackpot then displayed to the public; and (iii) provide the content, layout, placement and other aspects of advertisement and promotion of the MSP System.

14. **Intellectual Property.**

14.1. Ownership of Intellectual Property. Aristocrat retains exclusive rights, title and ownership in and to the Intellectual Property and reserves all other rights except as specifically granted in this Section. Customer acknowledges and agrees that Customer has no proprietary rights nor does it acquire any proprietary rights by virtue of this Agreement except those contractual rights that are expressly granted herein.

14.2. Licensed Materials. Customer acknowledges that any required artwork or logos for marketing or promotional use must be obtained directly from Aristocrat. Customer further acknowledges that use of the Licensed Materials in marketing and promotional materials is subject to Aristocrat's approval of such materials and Aristocrat reserves the right to require revision, or even removal from the marketplace, of Customer's marketing materials utilizing the Licensed Materials. Customer agrees and acknowledges that it is expressly prohibited from: (1) copying the Licensed Materials, except for archive purposes consistent with its archive procedures; (2) modifying, or altering the Licensed Materials in any way; (3) using the Licensed Materials other than in connection with the operation, marketing and promotion of the Gaming Devices; (4) circumventing any copy protection scheme or device for the Licensed Materials, and may not facilitate, cause, encourage or allow such acts by any third party, and (5) creating or exploiting any merchandise based on the Licensed Materials. Should Customer engage in any of the foregoing actions or cause or permit any third party to do so, it shall be considered a breach of this Agreement subject to termination by Aristocrat.

14.3. Third Party Licensed Materials. Aristocrat's third-party licensors have granted Aristocrat certain rights to advertise and use the artwork, logo, game-play set dress and other elements of their respective intellectual property ("**Third Party Licensed Materials**"). Customer agrees and acknowledges that it has no ownership rights in Third Party Licensed Materials and the only use of Third Party Licensed Materials permitted under this Agreement is in connection with Customer's operation, promotion and marketing of the Gaming Devices subject to this Agreement. Other than pre-approved materials provided by Aristocrat for Customer's use in marketing and promotion of the Gaming Devices, all marketing and promotional materials featuring Third Party Licensed Materials must be approved in writing by Aristocrat prior to publication or use by Customer. For the avoidance of doubt, use of Third Party Licensed Materials without the prior written approval of Aristocrat is strictly prohibited. If the material submitted is not approved in writing by Aristocrat within ten (10) days, then such materials shall be deemed disapproved.

14.4. Customer agrees and acknowledges that, without the prior written approval of Aristocrat, Customer is expressly prohibited from, as well as knowingly permitting any third party from: (1) modifying, decompiling, disassembling, reverse engineering or otherwise attempting to derive the source code embedded in the software of the Products; (2) exporting the Products or underlying technology in contravention of applicable U.S. and foreign export laws and regulations; and (3) using the Products other than in connection with the regular operation on Customer's floor. Should Customer engage in any of the foregoing actions or cause or permit any third party to do so, it shall be considered a breach of this Agreement subject to termination by Aristocrat

15. **Financing and Security.** Customer agrees to promptly provide to Aristocrat Customer's financial data, if requested by Aristocrat for a credit review, and hereby grants to Aristocrat a purchase money security interest in and to the Collateral, including associated equipment, to secure full and prompt payment of any and all fees, payments and other amounts owed to Aristocrat and Customer's performance of its obligations hereunder. Customer irrevocably authorizes Aristocrat to execute UCC-1 Financing Statements and other appropriate forms to enable Aristocrat to record and execute its security interest in the Collateral. Customer shall cooperate fully with Aristocrat to execute any other documents that may be required for Aristocrat to secure its security interests granted herein. Aristocrat may immediately terminate this Agreement, in the event that the credit review is unsatisfactory to Aristocrat.

16. **Representations, Warranties and Covenants of Customer.** Customer represents, warrants and covenants that: (1) it is an entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation; (2) has the requisite authority and license(s) to (a) purchase, lease and/or license and operate the Products and associated equipment, and (b) carry on its business as currently conducted; (3) the execution and performance of this Agreement and any Order is, and will be, valid and duly authorized by all necessary actions; (4) it will not sublease, sublicense, sell, transfer or assign the Products or Licensed Materials during the applicable Lease Term (as more fully described in an applicable Order); (5) it will not, nor cause or permit any third party to copy, disassemble or reverse engineer any of the Licensed Materials, or Products; (6) it will only configure and operate the Products in compliance with applicable laws and regulations; and, (7) it will only use the Products with Aristocrat's software. Customer will provide ATI, prior to or simultaneously with the execution of the Agreement, a duly approved resolution of the governing body of Customer approving and authorizing this Agreement to legally bind Customer.

17. **Insurance.**

17.1. Customer will maintain at all times during the term of the Agreement, with the exception of the first thirty (30) days following the Execution Date, insurance for claims which may arise from, or in connection with, any acts or omissions by Customer, its agents, representatives, employees or subcontractors with coverage at least as broad and with limits of liability not less than those referenced below:

17.1.1. Worker's compensation/tribal occupational injury insurance, as applicable and if required, in an amount satisfying applicable laws, and employer's liability insurance in a minimum coverage of One Million Dollars ($1,000,000) for each accident, One Million Dollars ($1,000,000) for disease for each employee and One Million Dollars ($1,000,000) for disease as a policy limit.

17.1.2. General liability insurance, in a minimum coverage of Five Million Dollars ($5,000,000) per occurrence and Ten Million Dollars ($10,000,000) in aggregate. Limits may be met through the use of primary and excess policies, there must be blanket contractual liability, independent contractor liability, a broad form of property damage, cross liability and the severability of interests, and personal and advertising injury must also be covered, as well as intellectual property liability.

17.1.3. Automobile liability insurance in the amount of at least One Million Dollars ($1,000,000) combined single limit per occurrence for bodily injury and/or property damage, at least One Million Dollars ($1,000,000) for uninsured and underinsured motorists and to cover owned, hired and non-owned vehicles.

17.1.4. Professional liability and errors and omissions insurance with minimum coverage of Five Million Dollars ($5,000,000) per occurrence and Five Million Dollars ($5,000,000) in aggregate. Coverage will include for damages and claims and all expense arising from the acts, errors, or omissions of Customer, its employees or independent contractors related to this Agreement. Coverage will be for intellectual property infringement including, but not limited to, claims arising out of the actual or alleged infringement of copyright, trademark, trade name, trade dress, service mark, service name, or software code.

17.2. No later than thirty (30) days after execution of this Agreement and immediately upon the expiration and renewal of any policy required above, Customer shall provide Aristocrat with a Certificate of Insurance in accordance with the foregoing.

17.3. All policies of insurance required hereunder shall (i) have a minimum A.M. Best rating of A or better, or be a qualified plan of self-insurance or risk pooling, and (ii) be primary and non-contributory with respect to any other insurance of self-insurance program of Aristocrat (except as prohibited by Customer's insurance policies), and (iii) provide a waiver of subrogation in favour of Aristocrat (except as prohibited by Customer's professional liability and errors and omissions policy).

17.4. Insurance required to be maintained by Customer pursuant to this Agreement (excluding workers compensation/tribal occupational and professional liability) shall name Aristocrat Technologies, Inc., including its parent, affiliated or subsidiary corporations, and their respective agents, officers, members, directors, employees, successors and assigns, as an additional insured. The coverage for an additional insured shall apply on a primary basis.

17.5. Failure to maintain the insurance required in this section, which failure is not cured within a reasonable period of time, will constitute a material breach and may result in termination of this Agreement at Aristocrat's option.

17.6. By requiring the insurance as set out in this section, Aristocrat does not represent that coverage and limits will necessarily be adequate to protect Customer, and such coverage and limits shall not be deemed as a limitation on Customer's liability under any indemnities provided to Aristocrat in this Agreement, or any other provision of the Agreement.

18. **Limitation of Liability.** In no event shall Aristocrat's liability for any claim related to, connected with or arising out of (1) this Agreement; or (2) the operation, design and/or performance of the Products and Licensed Materials exceed the total amounts received by Aristocrat under the applicable Order at the time a claim is made. In no event shall any party hereto be entitled to recover from any other party any punitive damages, special damages or consequential damages or any other damages that are not reasonably foreseeable as of the Effective Date.

19. **Limited Warranties.** Provided that Customer has not breached this Agreement, Aristocrat warrants:

19.1. <u>Hardware Warranty for Purchases Only</u>.

19.1.1. *Games*. For a period of ninety (90) days from delivery, the Games shall be free from material defects. As used within this paragraph only, material defects shall be any defect that causes the Game not to function, that significantly interferes with the player's enjoyment of the Game, that causes the Game's meters to malfunction, or that causes an unpleasing screen display.

19.1.2. *Gaming Devices*. For a period of ninety (90) days from installation, the Gaming Devices shall be free from defects in material and workmanship that materially and adversely affect its performance. Minor deviations from any specifications or standards that do not so affect performance are not considered to be defects in materials or workmanship. This warranty is limited to the repair or replacement of defective parts, at Aristocrat's sole discretion. Glass, fuses, lamps and all optional peripheral equipment and parts that are not included in the standard machine configuration are excluded from coverage under this warranty. This warranty is valid under normal use and service of the Gaming Device. Warranty is void if Customer (or if Customer permits a third party to) misuse(s), operate(s), or alter(s) the Gaming Device in any way from its original factory configuration or in accordance with Aristocrat's product literature and manuals.

19.2. <u>Performance Warranty for Purchases Only</u>. If, by the end of the first one hundred eighty (180) days following installation, the performance of any Game does not meet or exceed the average win-per-day per machine of all other comparable slot machines on the casino floor, including without limitation denomination, game type, floor location, etc., exclusive of video poker machines, Hyperlink and multi-site progressive linked machines, specialty machines or machines used in special promotions, as defined by Aristocrat ("**Comparative Set**"), Aristocrat will replace the Game and glass, converting to another Aristocrat Game ("**Conversion**"), at no cost to Customer, other than freight, duties and taxes, if applicable, subject to the terms and conditions set forth below:

19.2.1. A Conversion, as specified herein, shall be performed on a Game that has been operating on the casino floor at Customer's Qualified Location for at least sixty (60) days and is performing at less than eighty percent (80%) of the Comparative Set.

19.2.2. Customer is eligible for one (1) Conversion per Game during the Performance Warranty period; any and all Conversions shall be selected from an Aristocrat-approved Performance Warranty Conversion list.

19.2.3. Customer is eligible for one (1) Conversion per Direct Sale Game during the Direct Sale Game Performance Warranty Period, which Conversion shall be selected from a Aristocrat-approved "**Performance Warranty Game Conversion**" list.

19.2.4. A Game that has been installed for greater than one hundred eighty (180) days is not eligible for this Performance Warranty.

19.2.5. In order to qualify for the Performance Warranty, Customer must: (i) return all Intellectual Property, including, without limitation, the original glass, Game and Software, freight prepaid; (ii) provide Aristocrat with proof of Game performance and verification of the house average win-per-day, in writing. The same formula shall be applied to computer average win-per-day for all manufacturers' machines; (iii) provide, at minimum, serial numbers of Games in question, including: Game title, denomination, performance, Comparative Set performance, and date of installation; and (iv) comply with mandatory conditions of a packaged product (e.g. Games which do not conform to the minimum numbers of units on the floor; Games which do not conform to Aristocrat's recommended number of lines, denominations, max credits, etc.; failure to maintain the Games in good working order, normal wear and tear excepted, to allow the Games to adequately perform). Customer's failure to comply with its obligations shall void the Performance Warranty.

19.2.6. Customer shall file warranty claims in accordance with the "**Warranty Claims Procedure**," which procedure shall be provided upon delivery and installation of the Games. Customer's failure to provide adequate supporting documentation for a claim shall void the Performance Warranty.

19.2.7. Aristocrat does not represent or warrant that its Games will achieve hold percentages, hit frequencies and hit percentages represented over any particular time interval.

19.2.8. The remedy provided by this limited warranty is exclusive and neither Aristocrat, nor any of its affiliated companies or suppliers shall be liable for any loss or damages including, without limitation, any loss of revenue or profit or other incidental or consequential damages.

19.2.9. As it relates to Orders not yet placed by Customer, Aristocrat reserves the right to modify, extend or terminate this Performance Warranty or the terms and conditions thereof, in its sole discretion, at any time, without prior notice.

19.3. **Bill Acceptor/Coin Comparator Limited Warranty.** Aristocrat's liability of any provided bill acceptor and/or coin comparator, whether in contract, in tort, under warranty, in negligence or otherwise, shall not exceed the fair market value of the bill acceptor and/or coin comparator. Under no circumstances shall Aristocrat be liable in any respect for the acceptance of counterfeits and/or fraudulent materials.

19.4. **EXCLUSION OF ADDITIONAL WARRANTIES.** EXCEPT AS SPECIFICALLY SET FORTH HEREIN, ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARE EXCLUDED FROM THIS AGREEMENT, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR USE AND MERCHANTABILITY, AS WELL AS THOSE THAT MAY ARISE UNDER USAGE OF TRADE, COURSE OF DEALING, OR COURSE OF PERFORMANCE. ARISTOCRAT PROVIDES NO WARRANTY FOR EQUIPMENT, ACCESSORIES AND/OR PERIPHERALS MANUFACTURED BY A THIRD PARTY. ANY UNAUTHORIZED MODIFICATION, ALTERATION OR REVISION OF THE PRODUCTS BY CUSTOMER SHALL VOID ALL WARRANTIES, AND CUSTOMER HEREBY HOLDS ARISTOCRAT HARMLESS FROM ANY DAMAGES ARISING FROM SUCH MODIFICATION, ALTERATION OR REVISION. MALFUNCTION OR HUMAN ERROR VOIDS ALL PAYS AND PLAYS.

20. **Taxes and Fees.** Any and all federal, state, local, regulatory, gaming and/or other taxes and permit fees applicable to (i) the consideration paid to Aristocrat in this Agreement and (ii) the installation or operation of the Gaming Devices, of any kind or nature whatsoever including gaming, wagering, handle or similar tax or fee (except license fees relating solely to the licensing of Aristocrat), shall be the sole responsibility of, and paid by, Customer. Customer shall indemnify and defend Aristocrat from and against any penalty, liability and expense (including reasonable attorney's fees) arising from Customer's failure to remit such taxes or from any delinquency arising therefrom.

21. **Resale of Gaming Devices**. Customer understands and agrees that all Gaming Devices acquired by Customer or its affiliates pursuant to this Agreement are acquired solely for the use in conducting legal gaming operations at Qualified Locations and shall not be the subject of resale as new Gaming Devices; provided, however, that such resale(s) of the Gaming Devices, excluding Licensed Materials, may be executed by Customer with Aristocrat's written authorization, which authorization shall not unreasonably be withheld.

22. **Restocking Charges.** All sales are final and returns are not permitted. However, should Aristocrat agree to accept a return, Customer shall pay a restocking fee of twenty-five percent (25%) of the purchase price/license fee as provided in an Order. Customer pays all shipping and insurance charges for all returned Gaming Devices.

23. **Storage Fees.** Should Customer not accept delivery on the agreed upon date, Customer shall immediately pay storage fees to Aristocrat.

24. **Freight Charges.** Aristocrat pays all shipping and insurance charges for all leased Products. Customer pays all shipping and insurance charges for all Gaming Device purchases; shipping and insurance shall be set forth in each Order invoice. Aristocrat is not obligated to ship Gaming Devices until Aristocrat is satisfied in its sole discretion, that Aristocrat received all applicable payment obligations as provided in this Agreement and/or Order. Customer understands and agrees that all Gaming Device purchases will be shipped FCA Aristocrat's place of business. The risk of loss for Gaming Device purchases shall pass to Customer upon shipping company's acceptance of Gaming Devices at Aristocrat's place of business.

25. **Aristocrat Refinancing.** Customer shall cooperate in all aspects of this Agreement to permit its payment obligations as provided in this Agreement to be refinanced, hypothecated, or assigned by Aristocrat in its sole discretion.

26. **Dispute Resolution.** The parties shall use good faith and reasonable efforts to discuss any differences in order to resolve disputes, grievances or complaints, or make adjustments to amounts due hereunder, if warranted, prior to **invoking their dis**pute resolution rights in accordance with this section. However, if good faith discussions and reasonable efforts fail, the parties shall resolve disputes as follows:

26.1 **Limited Waiver of Sovereign Immunity.** Downstream and QCA each waive its sovereign immunity, and any and all defenses based thereon, with respect to any Claims, but only to the limited extent as set forth in this Section 26. "**Claim**" shall mean any claim, demand or cause of action brought by VGT under this Agreement or any document mentioned or contemplated in this Agreement. This limited waiver of sovereign immunity is irrevocable and shall remain in effect during the Term and for no more than two (2) years after termination or expiration of this Agreement. The limited waiver of sovereign immunity granted hereunder shall: (i) permit enforcement of this Agreement, and any arbitration award hereunder, solely against Downstream or QCA, as appropriate; (ii) be for the benefit and use solely of ATI; (iii) permit recourse against Downstream or QCA for money damages and other relief only as permitted under this Agreement; and (iv) be effective only upon the adoption of a resolution of the Board of Members of Downstream approving such limited waiver of sovereign immunity.

26.2 **Arbitration.** Any breach or dispute arising out of or relating to this Agreement shall be resolved through an arbitration administered by the American Arbitration Association ("**AAA**") under its Commercial Arbitration Rules, and judgment upon or the award may be entered in any of the Specified Courts. There shall be one arbitrator named by the AAA in accordance with such rules; provided, that the arbitrator selected by the AAA shall have experience with respect to Indian law. The arbitration proceedings shall be conducted in Tulsa, Oklahoma, or at such other location as agreed upon by the parties and which is also acceptable to the arbitrator. Any documents prepared or created for the arbitration, any documents already considered "Confidential Information" under this Agreement, and the amount of any awards shall be kept confidential except (i) to the extent that disclosure may be required of a party to fulfill a legal or regulatory duty, protect or pursue a legal right, or enforce or challenge an award in legal proceedings before a court or other judicial authority, or (ii) pursuant to the written consent of all parties. The parties will also make good faith efforts to treat the arbitration proceedings as Confidential Information. An arbitration award shall be made in writing. Any arbitration award for money damages shall be made payable on a reasonable schedule to be determined by the arbitrator. Any action or proceeding seeking to confirm, enforce, vacate, modify or correct any arbitration award, or correct a refusal to arbitrate, hereunder shall be in accordance with and applying the Federal Arbitration Act, 9 U.S.C. § 1 et seq., as amended from time to time. The arbitrator may award injunctive and other relief appropriate to enforce the provisions of this Agreement and/or any arbitration award. For purposes of enforcement of this Agreement and any arbitration award hereunder, including but not limited to the recognition or enforcement of any arbitration award or judgment, each of the parties hereto agrees to irrevocably and unconditionally consent and submit, for itself and its property, to the exclusive jurisdictions of the following courts, and in the following order: (i) first, to the United States District Court for the Northern District of Oklahoma, any appellate court from which any appeals therefrom are available (the "**Federal Courts**"), and (ii) if and only if the Federal Courts lack or decline jurisdiction, then to the District Court in and for Tulsa County, Oklahoma, and/or the courts of the Quapaw Tribe of Oklahoma, and/or any appellate courts from which any appeals therefrom are available (collectively the courts specified in this provision are referred to as the "**Specified Courts**"). Each of the parties hereto irrevocably and unconditionally agrees that a claim in respect of any action or proceeding hereunder may be heard and determined in the Specified Courts described herein to the extent described herein. Each of the parties hereto hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement in any of the Specified Courts. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of any action or proceeding in any of the Specified Courts.

27. **Governing Law.** This Agreement and any individual Order hereunder shall be governed by and interpreted in accordance with the laws of the state in which the Facility is located, without regard to principles of choice of law; provided, however, that the scope of the limited waiver of sovereign immunity granted hereunder shall be interpreted in accordance with controlling federal law. Nothing herein shall be deemed to give any state jurisdiction or regulatory authority over Indian lands.
28. **Regulatory Compliance**. The Parties and their respective parent corporations, subsidiaries and affiliates are licensed by or otherwise subject to the authority of various casino and gaming regulatory agencies ("**Regulators**"). The Parties acknowledge that their respective gaming licenses are of vital importance to their respective businesses. The Parties have adopted regulatory compliance policies, and each party agrees to provide the other party with such documentation, information and assurances regarding itself, any principal employees, directors, officers, brokers, agents or others as may be necessary in order for the requesting party to comply with its regulatory compliance policy and with the requests or requirements of the Regulators. The foregoing shall be a fundamental obligation of the Parties. In the event a party to this Agreement shall, in good faith, determine in its sole and exclusive judgment, that the other party is, or may be, engaged in or about to be engaged in, any activity or activities that may negatively impact or affect a party's ability to conduct business or the business of any of its affiliates or subsidiaries as qualified or licensed by the applicable Regulators or any gaming licenses or permits held by those entities, or that the relationship between the parties could have an advers effect, then a party shall have the right to terminate this Agreement immediately, upon written notice, and without penalty, prejudice.
29. **Confidentiality**. During the Term and indefinitely thereafter, neither party shall directly or indirectly disclose, publish or use for benefit, except in carrying out their duties as set forth in this Agreement, any Confidential Information, without the prior written consent of the other party. "**Confidential Information**" shall include, but is not limited to, all financial information, PAR sheets, paytable books, certification reports, business plans, product specifications, software code, contract terms, records, documents, techniques, and expertise, of either party related to the subject matter of this Agreement, products or facilities of either party, whether disclosed before or during the Term of this Agreement, but shall not include any such information which is publicly available or previously developed by or in the possession of either party by means other than as a result of a breach of confidentiality obligations to or with a third party. The foregoing shall not prohibit disclosures as required by a court of law or regulatory authority with proper jurisdiction, or prohibit disclosures by a party to its officers, directors, employees, legal counsel, and accountants, provided that the parties shall advise such individuals of the confidentiality obligation hereunder and take reasonable measures to ensure its enforcement. The parties may also disclose Confidential Information relating to the terms of the agreements between the parties to third-party business and financial consultants, and financiers (including bond/noteholders, investors, and lenders), provided that such disclosures are made pursuant to confidentiality undertakings at least as protective as those set forth in this provision, and provided that such information is not permitted to be disclosed other than to the entities and individuals subject to such agreements. The parties shall use reasonable and good faith efforts to carry out the requirements of this provision. For any additional disclosures not covered herein, either party may ask for the other's consent to disclose the Confidential Information, which consent must be in writing to be valid, and shall not be unreasonable withheld. Each Party shall be responsible for any acts or omissions of its officers, directors, legal counsel, accountants, financial consultants, and financiers that result in a breach of this Agreement.
30. **Compliance with Laws**. Each party shall comply with all applicable federal, state and local laws, ordinances, rules and regulations in performing all of its obligations hereunder.
31. **Anti-Corruption.**

    31.1. Each party hereby represents, covenants and warrants that it shall not:

    31.1.1. violate any applicable laws including (without limitation) any laws in regards to anti-corruption, anti-bribery and money laundering (any such violation being a material breach of this Agreement), and shall promptly notify the other party in writing in the event of any actual or alleged violation of such laws; and

31.1.2. during the term of this Agreement, nor shall any of its directors, officers or employees engage (or cause another party to engage) in any activity that is, or is reasonably likely to be, in breach of this section.

31.2. If either party is subject to any regulatory investigation as a result of the actions of the other party, the other party shall indemnify the party under investigation for any costs associated, and shall fully co-operate with, such investigation.

31.3. If either party receives any requests for bribes from any third party relevant to this Agreement, such party shall promptly report this request to the other party.

31.4. If either party reasonably believes that a breach of any of the representations, covenants or warranties contained within this section has occurred, or is reasonably likely to occur, said party may terminate this Agreement immediately and pursue all available remedies.

31.5. Notwithstanding this section, in the event an applicable court of law or tribunal finds a breach of any representations, covenants or warranties under this section by a party, this Agreement will automatically terminate and the party found to be in breach shall indemnify the other party and its directors, employees affiliates and subsidiaries in respect of any damages, losses, fees and costs (including, without limitation, audit costs) incurred by that other party as a result of or in relation to such breach.

31.6. Customer hereby represents that it has exercised independent judgment in purchasing and/or leasing any Aristocrat products or services under this Agreement and has not been offered payment(s) or benefit(s) to enter into this Agreement, except those contractual benefits expressly set out in this Agreement.

32. **Notices.** Any notice which by any provision of this Agreement is required or permitted to be given or served shall be in writing and deemed so given and served if sent: (i) by delivery in person; (ii) by a nationally recognized next day courier service; (iii) by first class, registered or certified mail, postage prepaid; or (iv) by facsimile.

33. **Entire Agreement; Amendment**. This Agreement, together with any referenced exhibits and any Orders (which are incorporated herein by reference), constitutes the entire agreement between the parties with respect to its subject matter and supersedes any and all prior or contemporaneous oral or written agreements or understandings. This Agreement may be amended only in writing signed by both parties.

34. **Order of Precedence.** In the event of conflicts or inconsistencies between this Agreement and its exhibits or attachments or any Order, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: (i) any Order, (ii) this Agreement, and (iii) its Exhibits.

35. **Waivers**. The failure to enforce any provision of this Agreement shall not constitute a waiver of any right that either party may have. No express or implied waiver of the terms of this Agreement or waiver or any breach or default of the terms of this Agreement by either party shall constitute a continuing waiver unless made in writing and signed by an authorized representative of the waiving party. The rights and remedies contained in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

36. **Further Agreements**. Customer understands and agrees that although this Agreement applies to future Orders, further agreements may also be required based on the unique characteristics of any one individual Order. The terms of these further agreements shall be considered supplemental to the terms of this Agreement and binding only upon that individual Order.

37. **No Authority to Bind Customer**. This Agreement does not create any partnership, joint venture, or agency relationship between Customer and Aristocrat. Specifically, and without limitation, Aristocrat has no power or authority to contract for or bind Customer in any manner.

38. **Assignment.** Neither party will have the right to assign or otherwise transfer, voluntarily or by operation of law, its rights or obligations hereunder without the prior written consent of the other, except that Aristocrat may, without notice or the prior written consent of Customer assign its rights and/or duties under this Agreement to (a) an entity in which Aristocrat has a majority ownership and right of control, or (b) any successor entity in connection with a sale merger, reorganization or other corporate restructuring of Aristocrat (including any sale of 50% or more of Aristocrat's then-outstanding shares of voting equity, or any sale of all or substantially all of Aristocrat's assets) or (c) in order to effect a financial restructure of this Agreement including without limitation a sale, factoring or perfecting of any receivables or other benefits owing or accruing to Aristocrat under this Agreement. No assignments shall be effective unless and until all requirements of applicable law have been satisfied.

39. **Attorney's Fees**. In the event either party hereto brings an action arising out of or relating to this Agreement, the prevailing party in such proceeding shall be entitled to receive its reasonable attorneys' fees and costs from the non-prevailing party.

40. **Headings; Severability**. The section headings of this Agreement are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement. If any part or provision of this Agreement (including any exhibit or Order) shall be held to be invalid or unenforceable by a court of competent jurisdiction, said provision or part shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the remaining parts or provisions of this Agreement.

41. **Counterparts**. This Agreement, and subsequent Orders, may be signed in one copy or any number of copies and all copies shall constitute one and the same original. A facsimile or electronic copy of a signature upon this Agreement shall be binding upon the party whose signature so appears.

DOWNSTREAM DEVELOPMENT AUTHORITY OF THE QUAPAW TRIBE OF OKLAHOMA		**ARISTOCRAT TECHNOLOGIES, INC.,** a Nevada corporation	
Signature:		Signature:	
Name:	John L. Berrey	Name:	
Title:	Chairman	Title:	
Date:		Date:	

QUAPAW CASINO AUTHORITY OF THE QUAPAW TRIBE OF OKLAHOMA

Signature: ______________________________

Name: Marilyn Rogers

Title: Chairman

Date: ______________________________

EXHIBIT A

QUALIFIED LOCATIONS

The licensed gaming affiliates, subsidiaries and/or managed properties of Customer at the time of purchase or lease listed below:

1) Downstream Casino Resort, located at 69300 E. Nee Road, Quapaw, OK, 74363

2) Quapaw Casino, located at 58100 E. 64 Road, Miami, OK, 74354

EQUIPMENT LEASE AGREEMENT

THIS EQUIPMENT LEASE AGREEMENT (this "**Agreement**"), is entered into as of August ______, 2016 (the "**Effective Date**"), between Video Gaming Technologies, Inc., a Tennessee corporation ("**VGT**") and the Downstream Development Authority of the Quapaw Tribe of Oklahoma (O-Gah-Pah), an enterprise of a federally recognized Indian tribe, doing business as Downstream Casino Resort ("Downstream").

WHEREAS, VGT owns gaming terminals, including both VGT Class II product and Aristocrat Class III core product (but not Gaming Ops products) (collectively "**Games**" or "**VGT Games**") and related hardware and software ("**Software**"), which may collectively be referred to hereafter as the "**Equipment**;"

WHEREAS, VGT and Downstream are parties to the Amended and Restated Equipment Lease Agreement, dated June 16, 2009, as amended (the "**2009 Agreement**");

WHEREAS, Downstream, VGT, and Aristocrat Technologies, Inc. ("**ATI**") have agreed to enter into a joint deal, the whole of which is outlined in the Minimum Lease Agreement ("**MLA**"), executed on or about the same date as this Agreement, and its ancillary documents including this Agreement; and

WHEREAS, Downstream wishes to lease and license the Equipment from VGT to conduct gaming activities in one or more facilities (each, a "**Facility**") upon the terms and conditions herein;

NOW, THEREFORE, in consideration of the mutual covenants below, the parties intend to be legally bound and agree as follows:

1. **Previous Agreements**. The 2009 Agreement shall be replaced in its entirety with this Agreement as of October 1, 2016. This means that beginning October 1, 2016, this Agreement shall govern the lease of all Games listed on Exhibit C, and the 2009 Agreement shall be terminated and have no effect thereafter.

2. **Lease of Equipment.** Downstream shall lease from VGT the Equipment in the location(s) set forth in the attached Exhibit C, which may be amended in accordance with this Agreement from time to time. Games will not be removed during the Term (as defined below), unless otherwise done in accordance with the terms of this Agreement. The parties shall amend Exhibit C in the event they mutually agree to adjust the number of Games leased hereunder. Downstream acknowledges and accepts the Games as they are configured upon installation, and VGT shall have no obligation to alter or modify any Game's configuration or pay table at any time thereafter.

3. **Term.** The term of this Agreement shall begin on October 1, 2016, and shall continue in effect until October 1, 2021 (the "**Initial Term**"), after which it shall automatically be extended for one (1) year periods (each, a "**Renewal Term**" and, together with the Initial Term, the "**Term**") unless either party provides notice at least ninety (90) days prior to the end of the Initial Term or any Renewal Term. The date on which all of the Games have been installed shall be determined per VGT records kept in the normal course of business.

4. **Payables by Downstream.**

a. Game Fee: Downstream shall pay a fee equal to 20% of the win per unit, or WPU (as defined below) per Game per day (the "**Game Fee**"), to be paid by Downstream via check or wire transfer within thirty (30) calendar days of the date on the Invoice Report (as defined below). "**WPU**" means the amounts wagered on each Game excluding the value of any promotional credits played on each Game, less payouts to patrons on each Game. Notwithstanding the above, the Game Fee shall change to 18.5% beginning the month of October 2016, so long as all games under the MLA are installed by October 31, 2016. If all games under the MLA are not installed by October 31, 2016, the Game Fee shall remain at 20% of WPU until all games under the MLA are installed. Additionally, the Game Fee shall revert from 18.5% of WPU to 20% of WPU if at any time, any game under the MLA is removed for any reason other than pursuant to the performance requirements provision in the applicable contract. This pricing shall not include any WAP Games, the pricing for which is set forth in Exhibit D.

b. Preparatory Costs: Downstream shall provide the necessary electrical outlets and electricity for the operation of the Equipment, as well as any other preparatory costs required to make the Facility ready for the operation of the Equipment.

c. Accessories and Modifications: Except as expressly set forth in this Agreement, Downstream shall bear the cost of any conversions, modifications and upgrades requested to be made to the Games, components or cabinets, and for chairs, locks and Game bases.

d. Connection Costs: Except as expressly set forth in this Agreement, Downstream shall bear the cost of connecting the Games to its back office system, including the cost of all system specific components, items, materials, licenses and fees ("**Connection Costs**"), required by each Game to interface with a back office system and function properly, including but not limited to, slot machine interface board systems (SMIBS), LCDs, harnesses, card readers, back office components, software and software licenses, and the slot machine interface component housing commonly known as the "pizza box" (the "**Connection Materials**"). As such, the Connection Materials paid for by Downstream are specifically excluded from the definition of "Equipment."

e. Taxes, Fees and Costs: Downstream shall pay all state or local taxes, fees or costs imposed by any governmental authority to lease or operate the Games and Software, including Oklahoma compact fees, if any.

f. Excess Amounts: If Downstream, its affiliates, its gaming commission, or any other governmental authority or agency increases existing fees, taxes, assessments or other charges (collectively, "**Fees**") on the Equipment or imposes any new Fees on the Equipment that, in the aggregate, are more than 10% greater per year than the Fees in effect on the Effective Date, then Downstream shall reimburse VGT for the amounts in excess of such 10% increase. Any such reimbursement shall be made within five (5) business days of VGT's payment.

g. Reimbursement. For the purposes of this provision, the cost of each Game per day is calculated as follows: the cost of the Systems ($8,836,911.00) ÷ 1,825 calendar days ÷ the total Number of Games under the MLA (763 Games), which equals a cost of $6.35 per Game per day.

i. Late Install. If the Systems have been installed but all Games have not been installed and made available to the public by October 31, 2016, and such delay is attributable solely to Downstream, Downstream shall pay VGT $6.35 per Game per day thereafter for each Game not installed, until all Games are installed.

ii. Early Removal. If any Games are removed in violation of this Agreement (i.e. for any other reason than failure to meet the Performance Requirement below), Downstream shall pay VGT $6.35 per Game per day for each Game removed in violation of this Agreement.

Any refund due hereunder shall be paid to VGT within 10 business days after Downstream's receipt of VGT's written notice. Payment of this refund shall be in addition to any other penalties or damages that VGT is entitled to or awarded under this Agreement and applicable law. Additionally, if Downstream removes any Game for any reason except as set forth under the Performance Requirement (defined below), ATI shall have no further obligation to provide discounts on the monthly service fees or any other fees for the Systems. Additionally, VGT retains the right to declare this Agreement in breach rather than accepting, or continuing to accept, payments for Late Install or Early Removal.

5. Payables by VGT.

a. Delivery and Installation Costs: VGT shall pay all freight charges and expenses, including shipping insurance expenses, in connection with the delivery of the Games and Software and all installation costs and expenses.

b. Monitoring and Maintenance: VGT shall bear all costs of technical support and maintenance of the Games and Software. Downstream shall give VGT reasonable physical access when needed and continuous electronic access via VGT's secure network to the Equipment for inspection, technical support, and maintenance.

c. Tribal License Fees: VGT shall bear the costs of tribal gaming or vendor licenses required by the gaming commission or other similar governing body of Downstream (the "**Gaming Commission**") to lease the Games and Software to Downstream, subject to any amounts reimbursable to VGT as described herein.

d. IPP License Tags: VGT shall provide a patent license for cashless systems (each such license, an "**IPP Tag**") on each of the Games leased by Downstream, as applicable. All IPP Tags shall be included in the definition of "Equipment."

e. Promotions: VGT shall pay for one (1) tournament per quarter on VGT Games at the Downstream Casino, not to exceed $10,000 per quarter, so long as it is profitable for both VGT and Downstream.

f. Aristocrat OASIS System: In exchange for full performance of the MLA, VGT agrees to the following:

i. VGT shall cover the cost of the Aristocrat OASIS System for Downstream's Facility listed on Exhibit C, to include software, hardware, and license fees as more thoroughly described in the MLA and ancillary documents, but excluding maintenance and support services. The OASIS System package to be provided for Downstream Casino and Quapaw Casino has a combined total retail value of $8,836,911.00.

ii. VGT shall cover the cost of up to a combined total of $200,000 in retail value for nCompass Media Window software program and accompanying hardware swapouts added by amendment and/or ordered after the signing of the Master Systems Agreement by Downstream and QCA (the "**nCompass Allowance**"); however, any additional costs over the collective retail value of $200,000 shall not be covered by this provision.

iii. Without reducing the nCompass Allowance, as defined herein, VGT will: (A) provide up to 529 nCompass Media Window kits (plus 8 spares), and up to 1,471 nCompass LCD Lite kits (plus 22 spares), along with all software and installation, for games located at Downstream's Facility at the Effective Date; and (B) VGT will install Media Window software to support all VGT and ATI Games installed at the Facility after the Effective Date that are capable of using Media Window. Existing onsite nCompass or Media Window hardware will be reused as available. This clause will not apply to any VGT cabinet type released prior to January 1, 2017.

6. **<u>Survival</u>.** If this Agreement terminates for any reason, and Downstream continues to operate and make the Games available to the public, the Game Fee and all other sections relating to payments by Downstream to VGT, and all sections relating to dispute resolution, representations and warranties of Downstream, and the title, rights to and location of the Games, shall survive such termination, unchanged, and continue until the parties sign a mutually agreed upon definitive amendment to this Agreement or a new agreement.

7. **<u>Scope of Agreement</u>.** This Agreement covers both Class II and Class III games, as defined by the Indian Gaming Regulatory Act ("**IGRA**"). As such, the term "Games" includes both Class II games and Class III games, and either party may replace any Class II VGT Games with Class III games in accordance with this Agreement so long as the Class III games are supplied by VGT. If new or amended laws or regulations affecting the status or legality of the Games are enacted, the parties intend to remain legally bound by this Agreement and agree to revise this Agreement only to the extent necessary to comply with such new or amended laws or regulations.

8. **<u>Wide Area Progressive Gaming System</u>**. As part of this Agreement, Downstream shall lease a Wide Area Progressive Gaming System ("**WAP System**") from VGT. "WAP System" means VGT's WAP Gaming Devices (as defined herein) and related hardware and software enabling VGT's progressive system to be linked in licensed casinos throughout the applicable jurisdictions with a linked progressive prize, subject to any and all applicable gaming regulations. "**WAP Gaming Devices**" are VGT Games that are WAP enabled. The WAP System shall be included in the definition of "Equipment," as defined herein, and the Number of Games shall include a mutually agreed upon number of WAP Gaming Devices. The terms contained in the attached <u>Exhibit D</u> shall apply to the WAP System. In the event of a conflict between any provision in <u>Exhibit D</u> and the remainder of the Agreement, the provision of <u>Exhibit D</u> shall control with regard to the WAP Gaming System.

9. **<u>Conversion or Removal of Games</u>.** If any Game fails to earn a satisfactory amount in relation to all games in the Facility in which it is located, either party may notify the other that it desires to convert or replace such Game theme and artwork with other Game theme(s) and artwork in an attempt to increase revenues. Either party may request any data that serves as the basis for such replacement request. VGT shall replace such non-performing Game within a reasonable period but shall not be required to replace any Game (or its replacement) more than once in any six (6) month period.

10. **<u>Performance Requirement</u>.** Games will not be removed during the Term and any adjustments to the number of Games leased by Downstream shall be made at the end of the Term, unless done in accordance with this Agreement including where the Games do not meet the "Performance Requirement" described below. If the Games do not meet the Performance Requirement, Downstream may remove Games in accordance with this section.

a. Performance Requirement: VGT Games must perform, in the aggregate, to a level that is at least 140% of the performance level, in the aggregate, of all games (VGT and non-VGT) in a given six (6) month period (the "**Performance Requirement**"). The initial six (6) month period shall begin when all Games have been installed and are available to the public or the Effective Date, whichever is later, and the additional six (6) month periods shall follow consecutively thereafter. Whether the Performance Requirement is met shall be based solely on WPU. Notwithstanding the foregoing, VGT Games located in an area that hinders average play due to environmental conditions or that offers exclusivity, including but not limited to extremely cold or warm areas and non-smoking areas, shall not be included in the Performance Requirement calculation. Additionally, in any calendar month where any interference, obstruction, unusual circumstance or occurrence may have affected such performance measurement, including inclement weather, Facility construction, remodeling or expansion, the affected VGT Games shall not be included the Performance Requirement calculation.

b. Opportunity to Cure: If the Games fail to meet the Performance Requirement consecutively for two (2) calendar months and Downstream notifies VGT of such failure in writing, VGT shall have an opportunity to implement a plan (which may include without limitation, replacing Games, adjusting play options, running advertisements, promotions, strategies or other similar efforts with the approval of Downstream) to cure the performance failure. The cure plan shall begin ten (10) calendar days after VGT receives notice from Downstream and shall remain in effect until the Performance Requirement is met, at which time the performance failure shall be deemed to have been cured.

c. Reduction of Games: Beginning two (2) full calendar months after the start of the cure plan, so long as the cure plan is in effect, Downstream may remove Games located at the Facility where the Performance Requirement has not been met, but in no event shall Downstream remove more than 10% of the Games leased under the MLA during the Term.

11. Continuous Access: Downstream shall allow VGT to implement and maintain a network infrastructure (the "**Network Infrastructure**"), to be provisioned and provided by VGT, between Downstream's data center and the local VGT Game infrastructure at the Facility. The Network Infrastructure will be used by VGT to collect billing and performance data for VGT Games.

12. Deliverables.

a. By Downstream to VGT: Downstream shall provide VGT, (i) prior to or simultaneously with the execution of this Agreement, a duly approved resolution of the governing body of Downstream approving and authorizing this Agreement to legally bind Downstream substantially in the form attached hereto as Exhibit B (or an opinion letter from Downstream's legal counsel stating the same), (ii) prior to or simultaneously with the execution of this Agreement and from time to time upon request by VGT, all due diligence documentation necessary to confirm Downstream's representations and warranties in this Agreement, and (iii) prior to or simultaneously with the execution of this Agreement, a copy of the applicable Gaming Commission regulations (including, without limitation, pre-shipment, installation, vendor notification list, removal of media procedures, Minimum Internal Control Standards (if different from those promulgated by the National Indian Gaming Commission), and fine schedule for non-compliance, if available) and any applicable casino policies or procedures.

Downstream shall also provide VGT with reports for each payment period, specifying the asset number, serial number, game title/description, days on the floor, coin-in, coin-out, attendant payouts/jackpots, actual total drop, vouchers issued, total payouts, NCEP/promo/deductible bonus, net win/actual win, and handle pulls/games played. Downstream shall email the reports to VGT's Accounting Department at AccountsReceivable@vgt.net concurrent with its lease payment. Downstream shall also permit VGT to verify all such amounts remitted by providing VGT reasonable access to the Games, its meters and any and all applicable documentation and records in order to verify the accuracy of the information submitted.

Additionally, immediately following each pay period, Downstream shall provide VGT with a report for that pay period containing performance information (*e.g.* coin-in, net win, etc.) and other information mutually agreed upon by the parties regarding the VGT Games. The report may be sent via facsimile, email or other method as mutually agreed to by the parties.

b. By VGT to Downstream: VGT shall provide Downstream with an invoice report ("**Invoice Report**") for each payment period, specifying the gross revenues generated by the Games, the Game Fee and other information mutually agreed to by the parties. The Invoice Report may be sent via facsimile, email or other method as mutually agreed to by the parties.

13. **Regulatory Acknowledgement**. Downstream acknowledges that VGT and its affiliates are subject to various regulations imposed by government gaming authorities, government or governmental bodies, agencies or authorities of any kind anywhere in the world in relation to the manufacture, distribution, marketing and lease or sale of gaming machines, or gaming, wagering, lotteries or similar activities, or the business activities of VGT or its affiliates (including, without limitation, the Nevada Gaming Commission, in accordance with Nevada Revised Statute 463.167) ("Gaming Authorities"). VGT, as part of the regulations imposed upon it, is obliged to conduct its affairs in a manner which is both ethical and in accordance with the regulations imposed by the Gaming Authorities. VGT may be required by Gaming Authorities to disclose details of its dealings with other parties in relation to the production or distribution of its gaming machines. Downstream shall fully cooperate with VGT and, at VGT's request, with any Gaming Authority in relation to any information requested or otherwise required to be disclosed to a Gaming Authority. Downstream shall, at VGT's request, provide VGT with copies of all documents and other information in Downstream's possession, custody or control that would be reasonably relevant to any inquiry made of VGT or its affiliates by a Gaming Authority. Where Downstream notifies VGT that the information is commercially sensitive to Downstream, VGT will use its best efforts to ensure that such information is disclosed subject to an obligation of confidentiality and non-disclosure.

14. **Downstream Representations and Warranties.** Downstream represents and warrants from the Effective Date through the end of the Term and so long as Downstream operates VGT Games that:

a. Downstream has the power and authority to enter into and perform this Agreement and to conduct Class II and Class III gaming at its Facilities;

b. Gaming activities conducted by Downstream will at all times be conducted on Indian lands in compliance with applicable law including, without limitation, IGRA, and

Downstream will have obtained all consents, licenses, authorizations and approvals prior to entering into this Agreement;

c. The Gaming Commission has determined that the Games comply with IGRA and any compact with the state of Oklahoma, if applicable;

d. Downstream is not involved in any bankruptcy or insolvency proceedings;

e. Downstream shall not enact any rule or regulation that materially changes the obligations of either party; and

f. Downstream shall provide all deliverables described herein, and until such time shall indemnify VGT for any fines or violations of the Gaming Commission's regulations.

15. VGT Representations and Limited Warranties. VGT represents and warrants, from the Effective Date through the end of the Term, and so long as Downstream operates VGT Games, that:

a. VGT will obtain all licenses, permits and other approvals required by applicable laws;

b. VGT will exercise reasonable efforts to maintain continuous operation of the Equipment, however, the parties acknowledge and agree that software errors and bugs occur from time to time, not all errors or bugs can be fixed, and the operation of the Games from time to time will be interrupted. AS SUCH, LOST PROFIT FROM INTERRUPTIONS OR DOWNTIME DUE TO BUGS IS EXPECTED TO OCCUR AND SHALL NOT CONSTITUTE A BREACH OF THIS AGREEMENT. This means that Downstream shall not claim or be compensated for any lost revenues due to Equipment bugs, interruptions or downtime.

c. VGT MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND CONCERNING THE EQUIPMENT WITH RESPECT TO SUITABILITY, DURABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

16. Dispute Resolution. The parties shall use good faith and reasonable efforts to discuss any differences in order to resolve disputes, grievances or complaints, or make adjustments to amounts due hereunder, if warranted, prior to invoking their dispute resolution rights in accordance with this section. However, if good faith discussions and reasonable efforts fail, the parties shall resolve disputes as follows:

a. Limited Waiver of Sovereign Immunity: Downstream waives its sovereign immunity, and any and all defenses based thereon, with respect to any Claims, but only to the limited extent as set forth in this Section 16. "**Claim**" shall mean any claim, demand or cause of action brought by VGT under this Agreement or any document mentioned or contemplated in this Agreement. This limited waiver of sovereign immunity is irrevocable and shall remain in effect during the Term and for no more than two (2) years after termination or expiration of this Agreement, and at least as long as Downstream operates VGT Games. The limited waiver of sovereign immunity granted hereunder shall: (i) permit enforcement of this Agreement, and any arbitration award hereunder, solely against Downstream; (ii) be for the benefit and use solely of VGT; (iii) permit recourse against Downstream for money damages and other relief permitted under this Agreement; and (iv) be effective only upon the adoption of a resolution of the Board of Members of Downstream approving such limited waiver of sovereign immunity.

b. Arbitration: Any breach or dispute arising out of or relating to this Agreement shall be resolved through an arbitration administered by the American Arbitration Association ("**AAA**") under its Commercial Arbitration Rules, and judgment upon or the award may be entered in any of the Specified Courts. There shall be one arbitrator named by the AAA in accordance with such rules; provided, that the arbitrator selected by the AAA shall have experience with respect to Indian law. The arbitration proceedings shall be conducted in Tulsa, Oklahoma, or at such other location as agreed upon by the parties and which is also acceptable to the arbitrator. Any documents prepared or created for the arbitration, any documents already considered "Confidential Information" under this Agreement, and the amount of any awards shall be kept confidential except (i) to the extent that disclosure may be required of a party to fulfill a legal or regulatory duty, protect or pursue a legal right, or enforce or challenge an award in legal proceedings before a court or other judicial authority, or (ii) pursuant to the written consent of all parties. The parties will also make good faith efforts to treat the arbitration proceedings as Confidential Information. An arbitration award shall be made in writing. Any arbitration award for money damages shall be made payable on a reasonable schedule to be determined by the arbitrator. Any action or proceeding seeking to confirm, enforce, vacate, modify or correct any arbitration award, or correct a refusal to arbitrate, hereunder shall be in accordance with and applying the Federal Arbitration Act, 9 U.S.C. § 1 et seq., as amended from time to time. The arbitrator may award injunctive and other relief appropriate to enforce the provisions of this Agreement and/or any arbitration award. For purposes of enforcement of this Agreement and any arbitration award hereunder, including but not limited to the recognition or enforcement of any arbitration award or judgment, each of the parties hereto agrees to irrevocably and unconditionally consent and submit, for itself and its property, to the exclusive jurisdictions of the following courts, and in the following order: (i) first, to the United States District Court for the Northern District of Oklahoma, any appellate court from which any appeals therefrom are available (the "**Federal Courts**"), and (ii) if and only if the Federal Courts lack or decline jurisdiction, then to the District Court in and for Tulsa County, Oklahoma, and/or the courts of the Quapaw Tribe of Oklahoma, and/or any appellate courts from which any appeals therefrom are available (collectively the courts specified in this provision are referred to as the "**Specified Courts**"). Each of the parties hereto irrevocably and unconditionally agrees that a claim in respect of any action or proceeding hereunder may be heard and determined in the Specified Courts described herein to the extent described herein. Each of the parties hereto hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement in any of the Specified Courts. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of any action or proceeding in any of the Specified Courts.

c. Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the state in which the Facility is located, without regard to principles of choice of law; provided, however, that the scope of the limited waiver of sovereign immunity granted hereunder shall be interpreted in accordance with controlling federal law. Nothing herein shall be deemed to give any state jurisdiction or regulatory authority over Indian lands.

d. Award Limitations: VGT'S LIABILITY FOR ANY CLAIM RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE AVERAGE MONTHLY GAME FEE RECEIVED FOR THE SPECIFIC GAME OR GAMES INVOLVED IN THE CLAIM, AND IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES TO THE OTHER PARTY. MALFUNCTION VOIDS ALL PAYS AND PLAYS.

17. **Anti-Corruption.**

a. Each party hereby represents, covenants and warrants that it shall not:

i. Violate any applicable laws including (without limitation) any laws in regards to anti-corruption, anti-bribery and money laundering (any such violation being a material breach of this Agreement), and shall promptly notify the other party in writing in the event of any actual or alleged violation of such laws; and

ii. During the term of this Agreement, nor shall any of its directors, officers or employees engage (or cause another party to engage) in any activity that is, or is reasonably likely to be, in breach of this section.

b. If either party is subject to any regulatory investigation as a result of the actions of the other party, the other party shall indemnify the party under investigation for any costs associated, and shall fully co-operate with, such investigation.

c. If either party receives any requests for bribes from any third party relevant to this Agreement, such party shall promptly report this request to the other party.

d. If either party reasonably believes that a breach of any of the representations, covenants or warranties contained within this section has occurred, or is reasonably likely to occur, said party may terminate this Agreement immediately and pursue all available remedies.

e. Notwithstanding this section, in the event an applicable court of law or tribunal finds a breach of any representations, covenants or warranties under this section by a party, this Agreement will automatically terminate and the party found to be in breach shall indemnify the other party and its directors, employees affiliates and subsidiaries in respect of any damages, losses, fees and costs (including, without limitation, audit costs) incurred by that other party as a result of or in relation to such breach.

f. Downstream hereby represents that it has exercised independent judgment in leasing any VGT products or services under this Agreement and has not been offered payment(s) or benefit(s) to enter into this Agreement, except those contractual benefits expressly set out in this Agreement.

18. **Confidentiality.** During the Term and indefinitely thereafter, neither party shall directly or indirectly disclose, publish or use for benefit, except in carrying out their duties as set forth in this Agreement, any Confidential Information, without the prior written consent of the other party. "**Confidential Information**" shall include, but is not limited to, all financial information, PAR sheets, paytable books, certification reports, business plans, product specifications, software code, contract terms, records, documents, techniques, and expertise, of either party related to the subject matter of this Agreement, products or facilities of either party, whether disclosed before or during the Term of this Agreement, but shall not include any such information which is publicly available or previously developed by or in the possession of either party by means other than as a result of a breach of confidentiality obligations to or with a third party. The foregoing shall not prohibit disclosures as required by a court of law or regulatory authority with proper jurisdiction, or prohibit disclosures by a party to its officers, directors, employees, legal counsel, and accountants, provided that the parties shall advise such individuals of the confidentiality obligation hereunder and take reasonable measures to ensure its enforcement. The parties may also disclose Confidential Information relating to the terms of the agreements between the parties to third-party business and financial consultants, and financiers (including bond/noteholders,

investors, and lenders), provided that such disclosures are made pursuant to confidentiality undertakings at least as protective as those set forth in this provision, and provided that such information is not permitted to be disclosed other than to the entities and individuals subject to such agreements. The parties shall use reasonable and good faith efforts to carry out the requirements of this provision. For any additional disclosures not covered herein, either party may ask for the other's consent to disclose the Confidential Information, which consent must be in writing to be valid, and shall not be unreasonable withheld. Each Party shall be responsible for any acts or omissions of its officers, directors, legal counsel, accountants, financial consultants, and financiers that result in a breach of this Agreement.

19. **Marketing.** "**Licensed Materials**" or "**Third Party Licensed Materials**" (when licensed to VGT by a third party) means the trademarks, service marks, copyrights and artwork associated with the products subject to this Agreement. Other than pre-approved materials provided by VGT for Tribe's use in marketing and promotion of the Machines, all marketing and promotional materials featuring Licensed Materials or Third Party Licensed Materials must be approved in writing by VGT prior to publication or use by Tribe. If the material submitted is not approved in writing by VGT within ten (10) days, then such materials shall be deemed disapproved.

20. **Notices.** Any notice under this Agreement must be in writing and will be deemed to have been delivered on the same day that delivery was made via FedEx or email, or via hand with a signed receipt. Notices shall be sent to the addresses below, or an address that either party may hereafter specify, and to any address that is used by the parties in the normal course of business. The parties designate the following persons as their respective agents for receipt of service of process:

If to the Downstream:	with a courtesy copy to:
Downstream Development Authority Attn: John L. Berrey, Chairman 69300 E. Nee Road Quapaw, Oklahoma 74363 (918) 919-6054 jberrey@ogahpah.com	Stephen R. Ward Conner & Winters, LLP 4000 One Williams Center Tulsa, Oklahoma 74172-0148 (918) 586-8978 sward@cwlaw.com
And if to VGT:	**with a copy to:**
Video Gaming Technologies, Inc. Attn: James Starr, EVP of Sales 12000 East Skelly Drive Tulsa, OK 74128 james.starr@vgt.net	Video Gaming Technologies, Inc. Attn: Legal Department 308 Mallory Station Road Franklin, Tennessee 37067 (615) 372-1000 legal@vgt.net

21. **Entire Agreement.** This Agreement, including the attached Exhibits A, B, C, and D constitutes the complete and exclusive statement of the agreement between VGT and Downstream with respect to the matters identified herein, and supersedes all prior written and oral agreements between the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date:

DOWNSTREAM DEVELOPMENT AUTHORITY OF THE QUAPAW TRIBE OF OKLAHOMA	**VIDEO GAMING TECHNOLOGIES, INC.**
Sign Name: _______________________	**Sign Name: __________________________**
Print Name / Title: John L. Berrey, Chairman _________________	**Print Name / Title: ___________________**

EXHIBIT A—General Terms and Conditions

1. **Payments.** Downstream is solely responsible for the collection, allocation and disbursement of revenues, including the Game Fee and payouts to patrons. Downstream is solely responsible for compliance with all applicable laws regarding the disbursement of revenues from the Games and shall indemnify, defend and release VGT from any claim, loss or damages resulting from or relating to payouts to patrons or use of the Games. Payments shall be made to VGT without offset even if Downstream asserts a claim against VGT. Interest shall apply to any amounts due VGT starting 30 days after the invoice date. Interest will be calculated the lesser of **(i)** 1.5% of the unpaid amount due per month (18% per annum), and **(ii)** the maximum rate permissible by law.

2. **Adjustments.** The parties shall have continuing access to all invoices, reports and documents produced under this Agreement to review, verify, and make adjustments to sums due hereunder, if warranted, and the parties shall retain all invoices, reports and documents for at least 1 year after the Term. The parties shall use good faith to discuss any differences and make valid adjustments prior to invoking any dispute resolution rights hereunder. If Downstream believes the Invoice Report contains a material error, Downstream shall have 30 days to object, so long as it first remits the full amount reflected in the Invoice Report and provides written notice of the amount in dispute and reasons that form the basis of such objection. If the parties shall agree to any adjustment, VGT shall refund the agreed-to adjustment within 5 business days. Further, each party has an affirmative duty to inform the other if they have knowledge that an Invoice Report is erroneous. No party may pay money, a fine or recompense of any kind to the other party, voluntarily or involuntarily, unless expressly described in this Agreement, agreed to in writing, or after due process of law.

3. **Equipment Title, Rights and Location.** Title to the Equipment shall at all times remain with VGT. All items purchased by VGT and supplied to Downstream, unless expressly agreed to otherwise, shall be owned by VGT and removed upon termination. Downstream shall at all times protect and defend, at its own cost and expense, the ownership of the Equipment by VGT from and against all claims, liens and legal processes of creditors of Downstream and its affiliates. The Equipment is and shall remain property of VGT. VGT has the right to remotely disable the Equipment at any time for non-payment or other breach of this Agreement, and retake possession without any court order or other process of law. For such purpose, VGT may enter any premises where the Equipment is located and remove it without being liable to any suit, action or other proceeding by Downstream. Downstream HEREBY WAIVES ALL RIGHTS TO NOTICE AND TO JUDICIAL HEARING WITH RESPECT TO THE REPOSSESSION OF THE EQUIPMENT BY VGT, SUBJECT TO APPLICABLE LAW.

4. **Successors and Assigns.** Neither party may assign this Agreement (i) without the prior written consent of the other, such consent not to be unreasonably withheld, or (ii) unless such assignment is in connection with an asset sale, merger or other corporate transaction involving a controlling share of the assigning party's outstanding stock. No assignment hereunder shall be effective until all applicable legal requirements are met.

5. **No Management of Gaming**. VGT shall have no right under this Agreement to manage any activity or property of the Downstream that is used in regulated gaming. If any provision of this Agreement shall cause it to be classified as a "management contract" under IGRA, the parties shall in good faith seek to mutually agree upon modifications to avoid such classification.

5. **Limited Software License.** VGT grants to Downstream a non-transferable and non-exclusive license ("**License**") to use the Software solely for the operation of the Games. VGT shall retain exclusive right, title and interest in the Software, including all derivatives and improvements. Source code is not included in this License and Downstream shall not copy, reverse engineer, disclose or transmit such source code. Downstream will not incorporate any part of the Software into any product for distribution or use by any third party. VGT shall retain all control and rights to its trademarks, copyrights and intellectual property incorporated in the Equipment.

6. **IPP Limited License.** Each VGT Game leased hereunder with cashless capability (a "**Licensed Cashless Gaming Machine**") is provided under a limited license to U.S. Patent Nos. 5,470,079 and 6,048,269. Any use of a Licensed Cashless Gaming Machine by Downstream constitutes Downstream's acknowledgement of and agreement to the following "**Limited License**":

a. **Licensed Cashless Gaming Machine License Rights**. Licensed Cashless Gaming Machines are licensed for use solely in connection with a cashless gaming system that is separately licensed under these patents (a "**Licensed Cashless Gaming System**"). Use of a Licensed Cashless Gaming Machine with an unlicensed gaming system that has cashless capability is an unlicensed use.

b. **Other License Limitations**. Each Limited License is expressly limited to the original Licensed Cashless Gaming Machine (*i.e.*, one serial number per license) and is personal to Downstream. A license may not be transferred from one gaming machine to another. Any unauthorized transfer voids this license.

7. **Insurance and Indemnification.** Downstream shall maintain insurance on the Equipment in an amount equal to the replacement cost. Such insurance policy shall name VGT as an additional insured and contain a waiver of subrogation clause in favor of VGT. In the event both Downstream and VGT maintain overlapping coverage, Downstream's policy shall be primary. Further, in the event of a loss for which Downstream's insurance does not provide full coverage for any reason, Downstream shall indemnify VGT for any difference in amount between the amount paid to VGT by Downstream's insurance provider, and full replacement cost. Downstream shall provide VGT with a certificate of insurance for all insurance coverage required by this section.

8. **No Waiver.** A waiver of a default of this Agreement shall not be construed to be a waiver of any other default. Failure to declare the other party in default shall not constitute a waiver to declare default at any time thereafter.

9. **Severability.** If any term shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any of the other terms hereof.

10. **Counterparts.** This Agreement may be executed in any number of counterparts, all of which, whether originals or facsimiles, shall constitute one and the same instrument.

11. **Amendments.** Except as expressly set forth herein, this Agreement may be amended only in a writing executed by the parties.

<u>EXHIBIT B—Sample Resolution</u>

A RESOLUTION APPROVING CERTAIN GAMING EQUIPMENT AGREEMENTS BETWEEN AND AMONG THE DOWNSTREAM AUTHORITY AND ARISTOCRAT TECHNOLOGIES, INC., AND VIDEO GAMES TECHNOLOGIES, INC.

WHEREAS, *the Downstream Development Authority of the Quapaw Tribe of Oklahoma (O-Gah-Pah) (the "Authority"), is an unincorporated entity wholly owned by the Quapaw Tribe of Oklahoma (O-Gah-Pah) (the "Tribe"), a federally recognized Indian nation; and*

WHEREAS, *the Authority was created under the laws of the Tribe and was authorized to develop, construct, manage, and operate the Downstream Casino Resort (the "Resort") and to engage in gaming pursuant to Tribal, federal, and state law on the Indian lands of the Tribe within the original Quapaw Reservation, as established as a homeland for the Quapaw Nation by the Treaty of May 13, 1833, Quapaw Code Title 17, § 101 et seq. (the "Charter"); and*

WHEREAS, *the Authority is expressly authorized to exercise its powers in the best interest of the Tribe, and to carry out its duties and responsibilities under the Charter of the Authority; and*

WHEREAS, *the Authority has concluded negotiations with Aristocrat Technologies, Inc. ("ATI"), and Video Games Technologies, Inc. ("VGT"), concerning proposed new agreements relating to gaming equipment, including: (1) a "Minimum Lease Agreement" with ATI and VGT; (2) a "Master Gaming Device Purchase and Lease Agreement" with ATI; (3) an "Equipment Lease Agreement" with VGT; (4) a "Master Systems Agreement" with ATI and VGT; and (6) a "Nondisclosure Agreement" with ATI and VGT (collectively the proposed agreements are referred to herein as the "ATI-VGT Agreements" or the "Agreements"); and*

WHEREAS, *the Authority, having had its staff, consultants, and legal counsel review and provide recommendations and comments concerning the proposed ATI-VGT Agreements, and having conducted deliberations concerning such proposed Agreements, desires to accept and approve such Agreements.*

NOW, THEREFORE, BE IT RESOLVED THAT the Authority hereby approves the ATI-VGT Agreements, and further authorizes and directs the Chairman of the Authority or any of the other officers of the Authority to execute and deliver to ATI and VGT the executed Agreements pursuant to this Resolution.

BE IT FURTHER RESOLVED THAT the Authority hereby approves the dispute resolution clauses as set forth in the ATI-VGT Agreements, including the limited waivers of the sovereign immunity of the Authority from suit as set forth in Section 26 of the Master Gaming Device Purchase and Lease Agreement, in Section 16 of the Equipment Lease Agreement, and in Section 15 of the Master Systems Agreement, so as to permit enforcement of such ATI-VGT Agreements; provided, however, that such limited waivers of immunity approved hereunder shall be subject to the express terms of such dispute resolution clauses, and shall be subject to the limitations on recourse as expressly set forth in each such clause; provided, further, that the limited waivers of immunity granted hereunder shall permit recourse solely to and against the Authority.

C E R T I F I C A T I O N

The foregoing resolution of the Downstream Development Authority of the Quapaw Tribe of Oklahoma (O-Gah-Pah) was duly adopted by and through an electronic/telephonic vote of the Board of Members of the Authority on August ___, 2016, with a vote reflecting ____ yes, _____ no, _____ abstaining, and _____ absent.

______________________________	______________________________
John L. Berrey, Chairman Downstream Authority	Larry J. Ramsey, Secretary Downstream Authority

EXHIBIT C—Games and Equipment

Number of Games Leased; Location; Equipment Included.

Number of Games	*Name of Facility*	*Location*
582*	Downstream Casino	Quapaw, Oklahoma

*In addition to the 479 Games already installed, Downstream shall add 89 additional VGT Class II Games and 14 additional ATI Class III Core games under this Agreement by October 31, 2016, for a total of 582 Games. Gaming Ops product is covered under a separate agreement.

Additional Game choices and designs may be offered as they become available. In some cases, additional charges may apply to new Games that incorporate new technology or features. Games include all necessary hardware and software, including game host computers and certain local and wide area network software, equipment and connections needed to provide central control and monitoring of game functions, and, with respect to banks of progressive games, progressive controllers, reporting computers, and overhead signage. All of the foregoing is included in the definition of “Equipment,” as defined in the body of the Agreement.

Upon agreement of the parties, additional Games may be added under this Agreement without amendment, which shall not alter any term other than the number of Games leased hereunder. The additional Games shall then be under contract for the remainder of the Term unless later removed by an amendment between the parties.

EXHIBIT D – WIDE AREA PROGRESSIVE GAMING SYSTEM

WAP System Terms and Conditions. Each WAP System placed by Downstream shall be subject to the following terms and conditions:

a. Installation. VGT will install the WAP System in a location identified by Downstream on the gaming floor at the Facility and Downstream will not relocate the WAP System or its components without prior notification to VGT. VGT will provide Downstream with a complete schedule of all WAP System components installed at the Facilities (as defined in the Agreement). Each WAP System shall at all times remain the sole property of VGT.

b. Coin-In Percentage. In consideration of Downstream's right to use the WAP System and VGT's undertakings in connection with the applicable Progressive Jackpot, VGT shall receive 1.5% of Coin-In. "**Coin-In**" means the sum of all wagers accepted by the WAP Gaming Devices, and may also be referred to as "**Cash Played**." Promotional credits may be used on the WAP Gaming Devices at the Downstream's discretion, and if used, shall be included as part of the Cash Played.

c. WAP System Termination. Any termination of the WAP System shall be pursuant to the terms of the Agreement. Upon any termination of a WAP System, the parties will each be responsible for their respective notification to the applicable gaming authorities in compliance with applicable gaming regulations and the entire WAP System shall be returned to VGT in the same condition as when installed, normal wear and tear excepted.

d. Progressive Jackpot. The top progressive prize (the "**Progressive Jackpot**") on each WAP System meter shall be set at a minimum amount of $250,000.00 (the "**Progressive Jackpot Minimum**"). VGT shall be solely responsible for setting the Progressive Jackpot Minimum and for payment of verified Progressive Jackpots. Progressive Jackpots shall be payable in twenty (20) annual installments, or the winner may elect to receive a discounted lump sum payment pursuant to applicable gaming regulations (lump sum conversions paid out at competitive rates as determined by VGT). If the Progressive Jackpot winner elects to be paid in twenty (20) annual installments, Downstream may elect to make the first payment of the Progressive Jackpot and seek reimbursement from VGT in accordance with the provisions set forth below, provided that Downstream has the authority to do so and the payment is pursuant to any applicable gaming regulations. After the Progressive Jackpot is verified, the WAP System meter shall be reset at the Progressive Jackpot Minimum.

e. Verification Procedures. Upon an apparent win of the Progressive Jackpot, Downstream shall take appropriate security measures to prevent further play of the WAP Gaming Device in question, preserve all video surveillance images of the apparent win, and prohibit any opening, power shutdown, or other handling of the WAP Gaming Device until VGT's authorized representative is present. For the avoidance of doubt, Downstream acknowledges receipt of, and shall comply with, the applicable verification procedures outlined in the VGT Wide Area Progressives Jackpot Manual ("**Verification Procedures**") and the VGT Wide Area Progressives Internal Controls manual. Only upon full verification of the Progressive Jackpot shall payment be initiated. If the Progressive Jackpot winner elects to be paid in twenty (20) annual installments and Downstream makes the first payment, VGT will reimburse Downstream for such first payment upon VGT's verification of the Progressive Jackpot. However, VGT shall not be required to reimburse Downstream for a Progressive Jackpot payment that: (i) is an invalid Progressive Jackpot, which has not been verified in accordance with the Verification Procedures; or (ii) is an invalid Progressive Jackpot, which is not recognized by the WAP System; or (iii) is claimed by a patron and disputed by Downstream or VGT before all dispute resolution procedures have been exhausted.

f. Surveillance. At all times during the term, VGT shall provide 24-hour service of the WAP System; dedicated telephone lines; a central computer system including 24-hour computer monitoring; and collection and accounting of the Progressive Jackpot; provided, however, Downstream, at its sole expense, shall be responsible for securing and maintaining data communication lines from the gaming floor to the termination point of the dedicated telephone lines provided by VGT. Downstream shall be responsible for providing, establishing and maintaining appropriate machine surveillance and exterior security for the WAP System, as required by the applicable gaming authorities. Downstream will be responsible for machine operation and reasonable maintenance activities and expenses such as clearing bill acceptor jams, clearing ticket jams, exterior cleaning, and paper refill. Downstream further agrees to abide by such security and internal control measures as required by the applicable gaming authorities.

g. Payment of Wins other than Progressive Jackpots. Payments of all wins by players, except applicable Progressive Jackpots, shall be the sole responsibility of, and timely paid by, Downstream. All taxes and fees relating to the operation of a WAP System, of any kind or nature whatsoever including gaming, wagering, handle or similar taxes or fees shall also be the sole responsibility of and timely paid by Downstream. At the end of the month following a Progressive Jackpot, VGT will provide Downstream with appropriate accounting information for Downstream's computation of deductions, if any, for tax and fee purposes.

h. Marketing. Downstream hereby grants VGT a non-exclusive, royalty-free and revocable license to use Downstream's name and registered trademark(s) solely and exclusively in the advertising and promotion of the WAP System. Nothing in this Agreement shall be construed to or interpreted to grant or assign to VGT any additional right, title, or interest in such trademark or trade name except the limited rights set forth herein.

OASIS™ VERSION 11 MASTER SYSTEMS AGREEMENT

Customer Name:	Quapaw Tribe of Oklahoma
Contract Number:	2016 Master Systems Agreement

This **OASIS™ Version 11 Master Systems Agreement** ("**Master Systems Agreement**" or "**Agreement**") is entered into as of August ____, 2016 ("**Effective Date**") between Aristocrat Technologies, Inc**.**, a Nevada corporation with its address at 7230 Amigo Street, Las Vegas, NV 89119 ("**ATI**") and Video Gaming Technologies, Inc., a Tennessee corporation with its offices at 308 Mallory Station Road, Franklin TN 37067 ("**VGT**") and Downstream Development Authority of the Quapaw Tribe of Oklahoma (O-Gah-Pah), an enterprise of a federally recognized Indian tribe, d/b/a Downstream Casino Resort, located at 69300 E. Nee Road, Quapaw. OK, 74363 ("**Downstream**"); and the Quapaw Casino Authority of the Quapaw Tribe of Oklahoma (O-Gah-Pah) d/b/a Quapaw Casino, an enterprise of a federally recognized Indian tribe, located at 58100 E. 64 Road, Miami, OK, 74354 ("**QCA**") (collectively with Downstream, the "**Customer**", and each location collectively, the "**Location**"). The term "**Party**" or "**Parties**" used herein shall refer to any entity identified above, or all of them, as may be appropriate.

WHEREAS, VGT, Customer, and ATI have agreed to enter into a joint deal, the whole of which is outlined in the Minimum Lease Agreement ("**MLA**"), executed on or about the same date as this Agreement by the three parties, and its ancillary documents including this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants below, the parties intend to be legally bound and agree as follows:

1. SCOPE.

1.1 Entire Agreement. The Exhibits, Purchase Order(s), Statement(s) of Work and such other documents attached to or referred to herein (the "**Ancillary Documents**"), together with this Master Systems Agreement constitute the Parties' entire agreement relating to its subject matter (collectively, "**Master Systems Agreement**"). This Master Systems Agreement cancels and supersedes all prior oral and written communications between the Parties and prevails over any conflicting or additional terms contained in any such document or communication between the Parties relating to its subject matter. The Exhibits that are part of this Master Systems Agreement as of the Effective Date are:

- ☒ **Exhibit 1-A** Hardware, System, Licenses, Price, and Fee Schedule
- ☒ **Exhibit 1-B** Acceptance Standards
- ☒ **Exhibit 1-C** Minimum System Requirements
- ☒ **Exhibit 1-D** Maintenance and Support Services Agreement
- ☒ **Exhibit 1-E** Notice for Products Which Contain MicroStrategy Property
- ☒ **Exhibit 1-F** Form of Confidentiality Agreement.
- ☒ **Exhibit 1-G** ONELINK™ Agreement
- ☒ **Exhibit 1-H** Mobile Concierge™Agreement
- ☒ **Exhibit 1-I** HALo™ Agreement

1.2 Modifications. During the Term, the Parties may add one or more additional Exhibits or other Ancillary Documents to this Master Systems Agreement and otherwise modify this Master Systems Agreement by mutual written agreement or as otherwise expressly provided herein. No contrary or additional pre-printed terms contained in any form quote, purchase order, statement of work, acknowledgment, or other correspondence or writing by either Party shall in any way modify or alter the terms of this Master Systems Agreement unless in writing and manually signed by each Party's authorized representative with reference to this Master Systems Agreement.

1.3 **Order of Precedence**. In the event of a conflict between the documents comprising this Master Systems Agreement, the order of precedence and control shall be: (a) this Master Systems Agreement; (b) Exhibit(s); (c) Purchase Order(s) (subject to Section 1.2); and (d) other attachments and documents mutually agreed to by the Parties and made a part hereof. Notwithstanding the foregoing, if an Exhibit expressly states that one or more of its terms shall apply despite contrary language in this Master Systems Agreement, then such term or terms of the Exhibit shall control with respect to the Deliverables provided pursuant to such Exhibit.

2. **CERTAIN DEFINITIONS**. In addition to other terms defined in this Master Systems Agreement, the following terms have the following meanings:

2.1 "**Acceptance**" or "**Accepted**" means Customer's explicit or implicit confirmation of its satisfactory testing, evaluation and/or inspection of Deliverables pursuant to criteria set forth by the applicable Ancillary Documents such as a Statement of Work or other acceptance Documentation, but in any case pursuant to the Acceptance Standards attached hereto as <u>Exhibit 1-B</u> and the procedures set forth therein and in Section 4.3 hereof.

2.2 "**Affiliated Company**" means, in relation to either Party, any entity: (a) which is owned 50% or more by that Party; or (b) over which that Party exercises management control; or (c) which is under common control with that Party; or (d) which owns 50% or more of that Party's voting securities. For the purposes of the foregoing, "control" means the right to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract, or otherwise.

2.3 "**Applicable Laws**" means all applicable laws, statutes, regulations, rules and ordinances.

2.4 **"Associated Equipment"** means any and all ancillary electronic, computer and network equipment, central processors, workstations, power supplies and other equipment required to properly, practically and efficiently operate the System.

2.5 "**Change Order**" means an Order expressly and explicitly indicated as a change order document, which expressly and explicitly modifies a previously issued and mutually executed Order that is signed by both Parties pursuant to the provisions of this Master Services Agreement.

2.6 "**Confidential Information**" means any and all: (a) confidential or proprietary information which is disclosed to or made available to by one Party to the other, which one Party otherwise becomes aware of such other Party's information, pursuant to this Master Systems Agreement, (b) information regarding ATI's technology, strategy, operations, internal corporate information, business organization, finances, dealings, transactions or affairs, customers, sources of supply, personnel, methods and procedures; (c) Deliverables; (d) processes, specifications, methods, designs, formulae, technology, trade secrets, know how, systems, methods and any information contained in any documentation, guides, or computer software or any information maintained in computer readable format; (e) the terms and conditions of this Master Systems Agreement, and (f) all oral and written communication to Customer pursuant to ATI's provision of Maintenance and Support Services.

2.7 "**Content**" means any multimedia, graphics, gaming, bonusing or other material displayed on and/or used in conjunction with the Deliverables.

2.8 "**Deliverables**" means all of the applicable Hardware, licenses to Software, Documentation and any other specific work products and milestones applicable to the System licensed hereunder and provided under this Master Systems Agreement; Deliverables specifically excludes: (i) source code to any of the same and (ii) Associated Equipment.

2.9 "**Documentation**" means all documentation or reference materials relating to or associated with items provided by ATI to Customer under this Master Systems Agreement, whether currently existing or created in the future, and whether in written or electronic form, including without limitation any specifications, technical manuals, user manuals, training materials and consulting materials.

2.10 "**Hardware**" means the following in-machine and network equipment, components and other hardware sold by ATI to Customer as part of the System as specifically set forth on <u>Exhibit 1-A</u> and which as applicable are: (a) equipment manufactured by ATI; (b) any equipment manufactured by an original equipment manufacturer ("**OEM**") as may accompany or be integrated into the equipment manufactured by ATI; and (c) equipment manufactured by ATI's Affiliated Companies or a Third-Party which ATI has the right to resell and provide to Customer as part of the System.

2.11 "**Intellectual Property Rights**" means all worldwide common law or statutory (a) patents, patent applications, and patent rights; (b) rights associated with original works, authorship, moral rights, copyrights and all its exclusive rights; (c) rights relating to the protection of trade secrets and confidential information(d) rights associated with designs, industrial designs, and semiconductor design; (e) rights related to the possession, use or exploitation of signs, trademarks, service marks, trade dress, logos, names and related goodwill; (f) rights analogous to those set forth above and any and all other industrial or intellectual property rights; and (g) registrations, divisionals, continuations, continuations-in-part, renewals, reissues, reexaminations, and extensions of the foregoing (as applicable) now existing or hereafter filed, issued or acquired.

2.12 "**Invoice**" means any invoice, bill or request for payment issued by ATI consistent with the provisions of this Master Systems Agreement.

2.13 "**Licensed Products**" means the Software and other Intellectual Property Rights made a part of the System and such other Software as otherwise set forth on Exhibit 1-A.

2.14 "**Location**" means the physical address of the Customer's site where the System is installed.

2.15 "**OASIS System(s)**" or "**System(s)**" means the Hardware and Software platforms currently marketed by ATI as the OASIS accounting and player tracking system for which Customer has been licensed to operate the Licensed Products under the Master Systems Agreement, including but not limited to HALo™, ONELINK™, and Mobile Concierge™.

2.16 "**Purchase Order**" or "**Order(s)**" means collectively or individually, as the context respectively implies, Exhibit 1-A and Purchase Orders, Change Orders or Statement of Works, and any other valid purchase order, request, or solicitation for products with reference to and consistent with this Master Systems Agreement, issued by Customer and accepted by ATI (as evidenced in any case by mutual execution), or an ATI price quotation ("**Quote**") which has been accepted by both Customer and ATI as evidenced by each Party's signature of acceptance in the signature block thereupon.

2.17 "**Services**" means any service, labor, engineering, programming, management, assignment, project, consulting, development, work and any other activity performed by ATI pursuant to this Master Systems Agreement or a Statement of Work.

2.18 "**Software**" means ATI's programs, modules, codes, algorithms, firmware, development tools, formulae, libraries, computer programs or applications (whether in source or object code), and any other licensed products and accompanying documentation provided by ATI to Customer as part of the System.

2.19 "**Specifications**" means all applicable functional, operational, and other performance requirements, specifications and standards set forth or referenced in applicable Documentation or an applicable Ancillary Document.

2.20 "**Statement(s) of Work**" "**Work Order**" or "**SOW(s)**" means a document authored and/or approved by Customer, usually labeled "Statement of Work," that describes the Services, including as applicable, a description of Deliverables that ATI will provide to Customer under this Master Systems Agreement.

2.21 "**Subcontractors**" mean Third-Parties retained by ATI to perform all or portions of the Services as permitted by this Master Systems Agreement.

2.22 "**Term**" means the duration for which this Master Systems Agreement is in effect as set forth in Section 14.1.

2.23 "**Third-Party**" means Parties or entities other than Customer, its employees and contractors, Customer's Affiliated Companies, or ATI or its employees.

2.24 "**Workers**" means all individuals, Subcontractors and Subcontractors' employees provided by ATI to perform Services or provide or develop Deliverables.

3. PERFORMANCE OBLIGATIONS.

3.1 Credit Contingency. ATI shall not be deemed to have accepted this Master Systems Agreement, and therefore have no obligation to perform hereunder, unless and until ATI has provided its written approval of Customer's request for financing for the purchase described further in this Master Systems Agreement and this Master Systems Agreement has been approved by ATI's Credit, Finance and Regulatory Compliance Department, with such approval to be granted or withheld at ATI's sole and absolute discretion for any reason. Customer shall provide all requested financial information to ATI in order for ATI to perform a review of Customer's credit and the request for financing. In the event ATI determines, in its sole and absolute discretion, that the Customer is not creditworthy or otherwise is not entitled to receive financing for this Master Systems Agreement, it shall provide written notice to Customer and as of the date of such written notice, this Master Systems Agreement shall be considered null and void.

3.2 Orders. The initial Order for the purchase of Hardware, license of certain System Software, and the quantities therefor, which have been made part of the System as set forth in the Hardware, System, Licenses, Price, and Fee Schedule attached hereto as Exhibit 1-A. In addition to the initial Order, Customer may from time to time purchase other Deliverables from ATI by issuing an Order setting forth the Deliverables to be provided or the Services to be performed, as applicable. All Orders shall be subject to and incorporate the terms and conditions set forth in this Master Systems Agreement. Such Deliverables and such Services may include, respectively, Hardware, licenses to specific Software modules, and/or Custom Services. ATI reserves the right in its sole and absolute discretion to accept or reject any requested Order. Prior to issuance of the Order, Customer may provide ATI with requests for proposals or quotes ("**RFP(s)**" or "**RFQ(s)**") or other documentation or communication, soliciting a quote from ATI. All correspondences regarding this Master Systems Agreement must reference this Master Systems Agreement and the applicable Order number.

3.3 Change Orders.

(a) Issuance of Change Order. Customer may request changes to an Order at any time. Customer shall submit their changes to ATI in the form of a Change Order. Change Orders will only be effective when executed by both Parties. Should ATI reject a Change Order, the Parties will negotiate to address any of ATI's concerns including any price or cost increases. If a mutually acceptable Change Order is reached the Parties will execute such Change Order. If the Parties do not reach an agreement on the Change Order, ATI will not undertake any changes to the applicable Order.

(b) Changes Due to Delays. If ATI anticipates at any time that it will be late on a Deliverable, it shall notify Customer and explain the reason for the delay. ATI shall provide Customer with a revised delivery schedule. If Customer agrees to the revised delivery schedule, Customer will issue a Change Order. If Customer does not agree with the revised delivery schedule then the Parties will meet and negotiate in good faith a delivery schedule that is mutually beneficial and then issue a Change Order.

(c) Cooperation on Change Orders. The Parties will cooperate in good faith to agree to mutually acceptable terms for a Change Order, as described above, which will include any necessary corresponding adjustments to payments and other terms.

3.4 Cancellations. At any time ninety (90) days prior to ATI commencing the performance of Services or ninety (90) days prior to ATI's procurement of materials for fulfillment of Purchase Orders, Customer may, without charge, cancel any such applicable Order upon such ninety (90) day prior written notice to ATI. After ATI commences performance of Services or procures materials to fulfill such Order, Customer may request such cancellation of such Order upon ninety 90 days prior written notice to ATI and in that event, ATI will use reasonable commercial efforts to fulfill such cancellation request contingent upon: Customer's agreement to pay ATI for any and all Custom Services (as defined in Section 6.1), other special order items, any and all non-cancellable items (as may have been indicated under this Master Systems Agreement or as part of the original Order for such item or work product), and any and all Deliverables or Services rendered by ATI (as calculated on a pro rata basis based on completion of Deliverables and pursuant to amounts specified in the Order) as of the termination date (which shall be considered the ninetieth (90th) day after the notice date and to pay any and all restocking fees (including that of Third-Parties) and any and all of ATI's out-of-pocket expenses (including termination fees or other fees related to the engagement of any applicable Subcontractors) for the procurement of necessary materials or services procured prior to the termination date.

3.5 **Use of Subcontractors**. ATI may use subcontractors in the performance of its obligations hereunder, without Customer's prior written consent, provided such subcontractors are properly licensed by Customer's gaming commission, as applicable.

3.6 **Non-Solicitation**. During the Term, and for a period of one (1) year thereafter, Customer shall not solicit for employment or hire any of ATI's employees or any Workers who have been involved in rendering Services under this Master Systems Agreement without obtaining the prior written consent of ATI; *provided, however,* that this restriction shall not prohibit Customer from conducting general solicitations in newspapers in connection with its hiring.

4. DELIVERY AND INSTALLATION

4.1 **Delivery Terms**. Delivery shall occur upon Customer's actual receipt from ATI of the Deliverables, which ATI will deliver to Customer; *provided*, *however*, certain System components such as Software shall be deemed delivered upon Acceptance by Customer. At ATI's request, Customer will inspect the applicable System components and Software, and upon its review and approval, (which shall not be unreasonably withheld) shall provide delivery of written confirmation of Acceptance to ATI. Unless Customer otherwise expressly agreed as set forth in an Order, all deliveries shall be F.O.B. ATI's loading dock, (or in the case of international shipments, Ex Works (EXW) (Incoterms 2000) ATI's loading dock), with title and risk of loss passing to Customer upon shipment. The Parties acknowledge that certain intangible Deliverables, such as Software, may be delivered by electronic software transfer ("**EST"**). Delivery of such Deliverables by EST is only available to domestic United States business locations and only available pursuant by secure electronic transmission subject to ATI's security and technical requirements.

4.2 **Installation**. Where an Order specifies installation, ATI agrees to provide as part of its delivery, basic installation Services pursuant to the applicable scope of work ; *provided*, *however*, ATI shall have the right to adjust and charge Customer additional amounts for: (i) any installation services which exceed the scope of work; (ii) any extraordinary or non-standard installation Services required as part of the delivery and installation; (iii) any required additional hardware, Software, Associated Equipment, cabling or other components not specifically set forth in the applicable Order but which are required for Customer to properly run and operate the System and/or to meet the minimum system requirements as specified by ATI, and as updated from time to time; or (iv) any other extraordinary costs or expenses encountered during the installation, including without limitation any expenses incurred pursuant to Customer's failure to prepare the Location, grant ATI personnel appropriate access and/or make available Customer's technicians and staff agreed upon number of Customer Techs, as set forth in Section 5.1. For the purposes of clarity, basic installation excludes any activities or labor involving: carpet, any Customer equipment, physical structures, shelving, racks, cooling and temperature control systems, cabling or tunneling (such as without limitation, power, network and communication), computer equipment, and Associated Equipment.

4.3 **Quality Approval; Acceptance Procedures**. Notwithstanding anything herein to the contrary, the acceptance of the Deliverables and completion of Services shall be subject to Acceptance within a reasonable time after delivery or completion of the installation of the System at the Location. At such time, ATI shall conduct a test of the System to confirm functionality in accordance with the Acceptance Standards provided in Exhibit 1-B. Thereafter, upon review of the System, Customer agrees to provide its Acceptance in the form of a mutually executed certificate or such other notice or Customer confirmation (including by way of e-mail) constituting Acceptance of the System and all Deliverables and Services accompanying therewith. Customer shall not unduly or unreasonably delay or otherwise unreasonably condition its Acceptance; Acceptance shall solely be conditioned and determined on the Acceptance Standards. If Customer finds that the installed System and the Deliverables and Services do not operate pursuant to the Documentation and the Acceptance Standards, or is otherwise faulty, Customer shall provide written notice thereof to ATI within five (5) days of receipt of ATI's certificate of installation. If Customer does not provide ATI with such notice within five (5) days after receipt of ATI's certificate of installation, the Customer shall have be deemed to have granted its Acceptance and the System shall be deemed to be Accepted.

4.4 Electrical Supply Requirements for Use of ATI Products. ATI strongly recommends that the Customer utilize an uninterrupted power supply (UPS). If needed, ATI may conduct a full and comprehensive site inspection and report to Customer whether any additional costs are required to bring Customer's site to a position where installation of ATI's product can proceed with safety as well as obtaining the most reliable and consistent performance of ATI products. These additional costs are not included in the ATI quote.

5. LICENSE AND CUSTOMER COVENANTS

5.1 Customer's Material Covenants. The license and the rights granted to Customer are conditional upon Customer's continuing fulfillment of the material covenants set forth in this Section.

(a) Training; Customer Technicians. Customer agrees to provide and make available to ATI, Customer's technicians and staff ("**Customer Techs**") in such quantity as specifically set forth in Exhibit 1-A, having the qualifications, skills and expertise needed to participate and assist in, and perform in coordination with ATI, the operating Hardware and in-machine Hardware installation referenced in Exhibit 1-A and to participate in ATI's training process. Customer represents and warrants that such Customer Techs are duly and sufficiently qualified, skilled and experienced and possesses all the requisite certificates and licenses and other pre-requisites to assist ATI during such System installation. ATI shall only be obligated to train such Customer Techs as to the System as provided pursuant to this Master Systems Agreement and as such training has been specifically enumerated in Exhibit 1-A. Any additional assistance or additional training requested by Customer and provided by ATI shall be at an additional charge and shall be billed to Customer pursuant to Section 6.

(b) Hardware. The Hardware may only be used with the Licensed Products. Customer agrees that it shall not modify, move, relocate, or otherwise alter the Hardware as has been Accepted, in any way or authorize any Third-Party to do any of the same.

(c) Site and Ancillary Preparation. Customer shall install the "in-machine" Hardware and all cabling at the Location with its Customer Techs and if applicable at the direction of an ATI employee(s). It is Customer's responsibility to have the Location and the casino floor ready for installation of the System prior to the System and Hardware installation (including, without limitation, carpet laid, gaming machines in place, correct power and cable to all applicable machine and equipment), to pull all System and network cabling, concurrent with ATI beginning its delivery activities and to install all PC network equipment four (4) weeks prior to Hardware delivery (network, file server, PC workstations, etc.). In-machine Hardware includes, without limitation, the electronic circuit boards and all wiring necessary to monitor the coin in, coin out, slot and drop door security, and, where required, player tracking card readers and cable on each gaming machine networked into the System. ATI will also supervise the installation of the operating Hardware, such as without limitation all DataPorts™ and OASIS™ Network Controllers in the System network.

(d) Associated Equipment. Customer is solely responsible for purchasing new and/or adapting currently owned computers and Associated Equipment to serve as System central processors and workstations. The Associated Equipment to run the System shall be in the required quantities and meet the minimum specifications identified in Exhibit 1-C attached hereto and incorporated herein by this reference, and as updated from time to time and as is otherwise required by ATI to operate the System. Failure to operate the System with proper Associated Equipment shall immediately void any and all ATI's warranties.

(e) Audit Rights. Customer agrees and hereby grants ATI the right to audit the Location twice yearly to verify the number of machines using the System. ATI shall have the right to bill Customer for the number of machines exceeding the Location's current licenses. Customer agrees to pay the additional license fees required to ensure the proper number of machines using the System.

5.2 Grant of License. ATI hereby grants Customer for the License Term as defined below, a limited, non-exclusive, non-transferable, license to use the Licensed Product solely at the Location in connection with slot machine gambling accounting and related accounting and tracking functions subject to the provisions of this Master Systems Agreement and only to enable the System to operate in conjunction with the data generated particular to the Location for the agreed upon number of gaming machines as set forth in the Hardware, System, Licenses, Price and Fee Schedule (the "**License**").

5.3 **Subsequent Module License**. Upon payment of the appropriate and applicable additional license fees, ATI agrees to grant a non-exclusive, non-transferable, limited, revocable license for the License Term as defined below to the applicable System modules, including without limitation cashless system modules and SpeedMedia licenses purchased subsequent to the Effective Date, as evidenced and conveyed pursuant to a mutually accepted written and executed Order or other agreement for such Software license.

5.4 **License Term**. Except as otherwise specified in the relevant Order and/or Agreement or price quotation, any and all licenses granted hereunder, including the License and any subsequent module license, shall be for a term commencing upon the date of Acceptance of the initial System license and ending on October 1, 2021 ("**License Term**"). Unless otherwise specified or use of a particular module is subject to a shorter license period, Licenses granted subsequent to the initial System(s) License shall continue until the expiration of the original License Term. Upon expiration of the original License Term, the License and any subsequent module license (if any) shall automatically renew for an additional one (1) year period and shall continue to renew annually thereafter for one (1) year periods unless terminated upon thirty (30) days prior written notice by one party to the other Party. At such time as Customer shall voluntarily cease using the Licensed Products or the System or shall have materially breached this Master Systems Agreement, the License granted hereunder shall automatically terminate, and the Licensed Products shall be immediately uninstalled (but in any case removed, deleted and/or erased) and all Documentation and any copies thereof shall be promptly returned to ATI.

5.5 **Restrictions**. Customer may not reverse engineer, decompile or disassemble the Licensed Products. Customer agrees not to remove any of ATI's proprietary notices placed on or within the Licensed Products.

5.6 **Licensed Materials.** Customer acknowledges that any required artwork or logos for marketing or promotional use must be obtained directly from ATI. Customer further acknowledges that use of the Licensed Materials in marketing and promotional materials is subject to ATI's approval of such materials and ATI reserves the right to require revisions, or even removal from the marketplace, of Customer's marketing materials utilizing the Licensed Materials. Customer agrees and acknowledges that it is expressly prohibited from: (i) copying the Licensed Materials in any way; (ii) modifying, or altering the Licensed Materials in any way; (iii) using the Licensed Materials other than in connection with the operation, marketing and promotion of HALo; and (iv) creating or exploiting any merchandise based on the Licensed Materials.

5.7 **Third Party Licensed Materials.** ATI's third-party licensors have granted ATI certain rights to advertise and use the artwork, logo, game-play set dress and other elements of their respective intellectual property ("**Third Party Licensed Materials**"). Customer agrees and acknowledges that it has no ownership rights in Third Party Licensed Materials. All marketing and promotional materials featuring Third Party Licensed Materials must be approved in writing by ATI prior to publication or use by Customer. For the avoidance of doubt, use of Third Party Licensed Materials without the prior written approval of ATI is strictly prohibited. If the material submitted is not approved in writing by ATI within ten (10) days, then such materials shall be deemed disapproved.

6. PAYMENT TERMS.

6.1 Prices and Fees.

(a) General. All prices and fees shall be explicitly set forth in either an Exhibit or Order. Labor is generally billed out at ATI's then-current standard hourly rates; *provided, however,* in certain circumstances ATI may charge Customer a premium for certain non-standard requests. The initial prices and fees are set forth on Exhibit 1-A and shall include the "**Grand Total**" price and license fee. If, during the Term, prices are changed by ATI for Services or other Deliverables being provided to Customer, ATI shall provide notice of such pricing change to Customer. Change prices will only affect Services and Deliverables not yet delivered and not yet Invoiced or not specifically fixed under an agreed upon term such as in Section 3.3.

(b) Additional Orders; Associated Equipment; Price Protection. In the course of delivering and installing the System as initially set forth in Exhibit 1-A, ATI may determine that additional Hardware, Software, Services or Associated Equipment is required for the proper operation of the System. Such additional Hardware, Software, Services or Associated Equipment shall be an extra charge to Customer. ATI has the right in its absolute discretion to adjust at any time its hourly or premium rates for labor.

(c) Special Hardware Requests. The prices and fees set forth as part of Exhibit 1-A are for ATI's standard System and its associated ATI standard Hardware. An additional Order will be required if Customer requests custom Hardware, or special components or Hardware upgrades ("**Special Hardware**"). Customer is responsible for all costs related to Special Hardware. If ATI agrees to install Special Hardware for Customer, ATI shall bill Customer for the installation. Special Hardware includes but is not limited to non-generic overlays for card assemblies (which may be purchased directly by Customer) and upgrades to gaming device EPROMS that may be required to permit the System to communicate with Customer's gaming devices. Customer shall install all EPROM upgrades required five (5) days prior to ATI's test of System functionality. Customer shall also provide any and all gaming device interfaces and protocols to enable the System to communicate with Customer's gaming devices.

(d) Reimbursements. Customer is solely responsible and shall provide or reimburse for all transportation, meals (or per diem) and lodging costs for Workers who are working at Customer's premises ("**Travel Costs**"). Unless otherwise set forth in the applicable Order, the per diem rates shall be charged at ATI's then-current standard rates. Customer will pay reasonableTravel Costs within thirty (30) days of the invoice date. Customer will provide written notice of any disputes regarding the Travel Costs invoices submitted pursuant to this section within thirty (30) days of the invoice date. Additionally, ATI shall have the right to bill and invoice Customer for any Third-Party administrative fees and expenses including telephone charges and any and all other toll or Third-Party charges related to provision of services not covered as part of the basic installation Services and is not otherwise covered as part of the warranties provided hereunder.

(e) Restocking Charges. All sales of Hardware are final and returns are not permitted. However, should Customer request to return (prior to installation) a portion of the items ordered and if ATI agrees to accept said return, a restocking fee of twenty-five percent (25%) of the originally invoiced price for such item will be applied against Customer. Such restocking fee will be identified by ATI when and if it becomes applicable. The foregoing is subject to the limited warranty paragraph.

6.2 Payment.

(a) Terms of Payment. Customer's payment will be net thirty (30) days from issuance of ATI's Invoice, *provided*, *however*, that payments related to Software and certain other installable Hardware shall be subject to Customer's Acceptance of such applicable Deliverables. All payments made by Customer to ATI under this Master Systems Agreement will be made by electronic funds transfer ("**EFT**"). ATI shall be under no obligation to deliver or install the System if Customer is outstanding on any accounts or has past due amounts under this Master Systems Agreement or under any other agreement between the Parties such as a gaming device agreement or lease agreement. All rights and licenses granted under this Master Systems Agreement are conditioned upon and subject to timely and full payment of all applicable fees and prices. All payments for products shall be made in full, without offset or deduction, pursuant to the terms of the quote.

(b) Late Payments. ATI will charge and Customer agrees to pay a late fee for any payments made beyond net thirty (30) days on any and all of ATI's Invoice issuance date. The late fee shall be the product of the outstanding amount under the applicable invoice and the lesser of: (i) 1.5% per month; or (ii) the maximum interest rate permitted under law. Further, ATI shall not be required to perform any Maintenance and Support Services as described herein until all late payments have been paid.

6.3 Taxes. ATI will be responsible for payment of all applicable federal, state and local taxes due as a result of the income it generates from the performance of Services or the provision of Deliverables under this Master Systems Agreement. Other than the foregoing, Customer will be solely liable and responsible to pay any and all other applicable taxes, including but not limited to any permit fees, registration fees related to the operation of the System and sales, value-added or use taxes in connection with any Deliverables. All such taxes and fees which are customarily collected from Customer and remitted by ATI, and are not paid directly by Customer to the appropriate governmental agencies, shall be collected from Customer and remitted by ATI to the appropriate governmental agencies in a timely manner. Customer shall indemnify and defend ATI from and against any penalty, liability and expense (including reasonable attorney's fees) arising from Customer's failure to remit such taxes or from any delinquency arising therefrom. In the event ATI is legally obligated to pay the same, Customer agrees that the fees, rates and charges payable by it hereunder shall be increased to account for such payment by ATI.

7. COMPLIANCE.

7.1 Compliance with Laws. In connection with the performance of this Master Systems Agreement, each Party shall obtain all required permits and licenses and comply with, and cause each of their employees, agents and subcontractors to comply with, all Applicable Laws, including, but not limited to laws related to gaming licensures and permits. The Parties shall comply with all Applicable Laws including federal, state, and tribal authorities, if any, relating to or affecting the work hereunder or any part thereof, and shall cooperate in the securing and obtaining of any and all permits, licenses and consents as may be necessary in connection therewith. Additionally, Customer is solely responsible for application to the necessary gaming or gambling control authorities with jurisdiction over Customer's premises and operations for all required approvals, licenses and the like concerning the System, and the operation thereof. Each Party agrees to fully cooperate with the other in compliance with the required regulatory processes as they relate to the System.

7.2 Special Right to Terminate. Both Parties acknowledge and agree that each Party and in case of ATI including ATI's Affiliated Companies (the "**ATI Group**)" is licensed by or otherwise subject to the authority of various federal, state, tribal and other sovereignties and governments that regulate and/or control casinos, gaming, gambling and gaming products ("**Regulatory Authority(ies)**"). Maintaining each Party's compliance with its obligations to the Regulatory Authorities and the promulgations thereof is a fundamental obligation of ATI, the ATI Group, and Customer. Should at any time an appropriately empowered Regulatory Authority, in the jurisdiction of the relevant transaction or any other jurisdiction, determine that either Party is not suitable to be engaged in gaming activities, or, in the case of Customer, is not suitable to take possession of the Location or operate its intended gaming business at such Location, then either Party may, upon written notice, immediately terminate this Master Systems Agreement.

7.3 Export and Transfer of Deliverables. Customer will not, directly or indirectly, transfer or relocate the Deliverables, except in compliance with this Master Systems Agreement and with all applicable laws. Customer acknowledges and agrees that the use of the Deliverables are subject to gaming regulations, or Third-Party licenses which in certain instances forbid the transfer or relocation of the Deliverables.

7.4 Regulatory Contingencies. Notwithstanding anything herein to the contrary, (i) this Master Systems Agreement shall be considered rescinded and null and void by the Parties if any applicable Regulatory Authority finds that this Master Systems Agreement violates any applicable gaming regulation or either Party fails to receive all proper and applicable approvals, licensures, certifications and other qualifications required by the applicable Regulatory Authorities ("**Regulatory Approvals**"); and (ii) ATI shall have the right, without penalty, to withhold the System and any other equipment, products or Hardware ("**Products**") being supplied hereunder and shall have the right to withhold or suspend delivery or otherwise delay installation until such time as ATI has received proof that all Regulatory Approvals have been received and that the Products may be lawfully delivered to the Location. This Master Systems Agreement and the terms and conditions set forth herein are offered to Customer by ATI contingent upon ATI's receipt of all Regulatory Approvals for ATI's supply of the Products to Customer at the Location and Customer's receipt of all Regulatory Approvals for Customer's use and operation of the Products at the Location. As used herein "**Regulatory Authority(ies)**" shall mean any government agency or body, including any federal, state, local or tribal authority or other sovereign authority, which regulates ATI or Customer and their affiliates, or the System, especially as it relates to gaming, gaming operations, gaming devices, casinos and the like.

7.5 **Regulatory Compliance.** The Parties and their respective parent corporations, subsidiaries and affiliates are licensed by or otherwise subject to the authority of various casino and gaming regulatory agencies ("Regulators"). The Parties acknowledge that their respective gaming licenses are of vital importance to their respective businesses. The Parties have adopted regulatory compliance policies, and each party agrees to provide the other party with such documentation, information and assurances regarding itself, any principal employees, directors, officers, brokers, agents or others as may be necessary in order for the requesting party to comply with its regulatory compliance policy and with the requests or requirements of the Regulators.

8. NON-DISCLOSURE; CONFIDENTIALITY.

8.1 Confidential Information of a Party hereto ("**Disclosing Party**") relating to this Agreement shall be held in confidence by the other Party ("**Recipient**") and shall not be disclosed to any Third-Party or otherwise made public without the Disclosing Party's prior written consent or as expressly provided in this Master Systems Agreement. Confidential Information of either Party may be disclosed only by the Recipient to Recipient's employees, agents, or representatives who have a need to know and who have executed a confidentiality agreement at least as protective of the Disclosing Party as the provisions set forth herein. In any case, such of Recipient's employees, agents, or representatives receiving such information shall be considered a Recipient for the purposes of this Section 8. To the extent requested, each of the other Party's employees, agents, or representatives shall execute the form of confidentiality agreement attached to this Master Systems Agreement as Exhibit 1-F. The Recipient shall: (a) not use the Confidential Information for any purpose other than in the performance and fulfillment of obligations or in the exercise of its rights under this Master Systems Agreement; (b) take all reasonable and necessary steps to ensure that its employees, principals, officers, agents, contractors, representatives, Affiliated Companies, or any other persons or entities who have access to Confidential Information through Recipient, comply with the Recipient's obligations pursuant to this Section 8.1; (c) disclose any Confidential Information in response to a valid court order or other legal process, only to the extent required by such order or process and only after the Recipient has given the Disclosing Party written notice (in any case no less than twenty (20) days) of such court order or other legal process promptly after receipt thereof and the opportunity for the Disclosing Party to seek a protective order or confidential treatment of such Confidential Information (with the reasonable assistance of Recipient, if the Disclosing Party so requests); and (d) return all of the Disclosing Party's Confidential Information to the Disclosing Party or destroy the same, at the Disclosing Party's request, by no later than fifteen (15) calendar days after such request or when Recipient no longer needs Confidential Information for its authorized purposes. Notwithstanding any of the foregoing, Customer may copy, retain and use Confidential Information on an ongoing basis as reasonably necessary for its use of any Deliverables, subject to the restrictions on disclosure to Third-Parties set forth in this Section 8.1. The parties may disclose Confidential Information relating to the terms of the agreements between the parties to third-party business and financial consultants, and financiers (including bond/noteholders, investors, and lenders), provided that such disclosures are made pursuant to confidentiality undertakings at least as protective as those set forth in this provision, and provided that such information is not permitted to be disclosed other than to the entities and individuals subject to such agreements. The parties shall use reasonable and good faith efforts to carry out the requirements of this provision.

8.2 The foregoing obligation applies to all Confidential Information of the Disclosing Party, unless and until such time as: (i) such information is generally available to the public, through no fault of the Recipient and without breach of this Master Systems Agreement; (ii) such information is already in the possession of the Recipient without restriction and prior to any disclosure by the Disclosing Party; (iii) such information is or has been lawfully disclosed to the Recipient by a Third-Party without an obligation of confidentiality upon the Recipient; or (iv) the Recipient can prove that such information was developed independently by the Recipient without reference to the information disclosed by the Disclosing Party.

8.3 Notwithstanding any other contrary provision, in addition to any other remedies available to the non-breaching Party in the event of a breach of the confidentiality provisions provided for herein, the injured Party shall be entitled to an injunction restraining the violation thereof or compelling the promised performance without bond.

9. OWNERSHIP.

9.1 **Ownership of Deliverables**. ATI and its licensors are the sole and exclusive owners of all Intellectual Property Rights in and to the Deliverables including any works created under a Custom Service and any other Deliverables, including those that are being provided on a lease or license basis. For clarification, if ATI is performing any Services for Customer, the Parties agree that any and all items that are made, created, authored, conceived, invented, disclosed or developed by ATI and/or its Workers in performing such Services shall constitute Intellectual Property Rights owned exclusively by ATI subject to any licenses granted by ATI to Customer.

9.2 **No Liens; Further Assurances**. For all leased or licensed Deliverables, Customer shall keep all Deliverables free and clear of liens, claims, encumbrances and interests of Third-Parties and shall not encumber, sell, assign, donate, transfer or mortgage by way of security or otherwise to any Third-Party any Deliverables provided on a leased or license basis or any of ATI's Intellectual Property Rights (as may have been provided or licensed to Customer by ATI) under any circumstances and shall at all times protect ATI's exclusive ownership of such Deliverables and Intellectual Property Rights. Customer agrees that it shall reasonably cooperate with ATI and execute any agreements, instruments and other documents required to evidence or perfect ATI's ownership interest in such Deliverables and Intellectual Property Rights. Customer hereby designates ATI as its attorney-in-fact to take all such steps as contemplated under this Master Systems Agreement and to sign all such agreements, instruments, documents and notices to protect and perfect ATI's ownership interests consistent with this Section 9. The foregoing power is coupled with an interest and is therefore irrevocable and shall survive any termination or expiration of this Master Systems Agreement.

9.3 **Liability for Loss or Damage**.

(a) In the event Customer loses or causes damage to any ATI materials (including any equipment or hardware loaned or leased to Customer) or loses ATI materials while in Customer's care and custody, Customer shall promptly remedy such loss or damage to the satisfaction of ATI, or at ATI's election, ATI may invoice Customer to repair or replace such ATI materials. Casualty loss due to flood, fire, acts of terror, or other risk or other force majeure event shall not absolve Customer of the payment obligations recited herein.

(b) Customer agrees to carry and shall maintain proper property insurance in limits not less than Ten Million Dollars ($10,000,000.00 USD), naming ATI as a loss payee and an additional insured to the extent there is in existence any unpaid balance owed by Customer to ATI. Certificates of insurance shall be provided by Customer and shall be delivered to ATI within a reasonable time of the date of this Master Systems Agreement, but in any case no later than within thirty (30) days of the Effective Date.

9.4 **Security Interest.** Customer hereby grants to ATI a security interest in and to the System and each component thereof to secure full and prompt payment of any and all fees, payments and other amounts owed to ATI and Customer's obligations hereunder. Customer hereby authorizes ATI to execute UCC-1 Financing Statements and other appropriate forms to enable ATI to record and execute its security interest. Customer shall cooperate fully with ATI to execute any other documents that may be required for ATI to secure its security interests granted herein. The risk of loss and damage to all components of the System delivered hereunder shall be with

Customer commencing at the time of delivery.

10. REPRESENTATIONS AND WARRANTIES.

10.1 General Warranties. ATI represents and warrants that: (a) it has the right, power and authority to enter in to this Master Systems Agreement; (b) entering into, and fully performing all of its obligations under this Master Systems Agreement does not and will not violate any agreement or obligation existing between ATI and any Third-Party; and (c) ATI has obtained all necessary releases, consents, rights and licenses as of the applicable delivery date of the applicable Deliverables for Customer.

10.2 Limited Hardware and Performance Warranties. ATI represents and warrants that for **120 days** after the date of Acceptance: (a) the Deliverables will conform to standards generally accepted in the industry and in any event will be free from defects in materials and workmanship; (b) the Deliverables will conform to any and all Specifications; and (c) where design is the responsibility of ATI, the applicable Deliverable will be free from defects in design. During the Term of the Agreement, ATI represents and warrants all Services will be performed in a competent manner by experienced Workers possessing all relevant certifications, licenses and permits.

10.3 Intellectual Property Warranties. ATI represents and warrants that: (a) it and its licensors are, and will be, the exclusive creators and developers of all Deliverables or ATI and its licensors have sufficient rights and licenses from Third-Parties to provide the Deliverables and, as applicable, license the rights to Customer pursuant to this Master Systems Agreement; and (b) the Deliverables do not infringe or misappropriate any Intellectual Property Rights of any Third-Party. Customer represents and warrants that: (a) it has sufficient rights and any necessary licenses from Third-Parties to utilize all Content displayed on and used in conjunction with the Deliverables; and (b) such Content does not infringe or misappropriate any Intellectual Property Rights of any Third-Party.

10.4 SpeedMedia. Customer understands and agrees that the SpeedMedia System, as more fully described in Exhibit 1-A, is a customizable tool to be used within parameters specified only by Customer. ATI shall NOT be liable to Customer for: (i) how or why Customer establishes such parameters to fund promotions; (ii) amounts paid to Customer's patrons pursuant to such promotions; (iii) any claims related to promotions that Customer runs on the SpeedMedia System and/or (iv) any issues arising in connection with Customer's use of any Customer or Third-Party Content in connection with the Deliverables, including, but not limited to, in connection with the SpeedMedia modules.

10.5 Remedies. In the event of a breach by ATI of any representation or warranty made in this Master Systems Agreement, as Customer's sole right and remedy, ATI will use commercially reasonable efforts, at ATI's expense, to (a) repair, or replace with another item, such defective or non-conforming Deliverable, so that the breach is cured and ATI meets all applicable Specifications and other requirements of this Master Systems Agreement, or (b) in the case of Services, re-perform the Services to cure the breach while still meeting all applicable Specifications and other requirements of this Master Systems Agreement. Notwithstanding anything herein to the contrary, ATI shall have the right to replace or use in its repair of any item covered under warranty, used or refurbished parts.

10.6 Exclusions.

(a) ATI shall have no obligations whatsoever, under Sections 11 or 12 if:

(i) any Hardware or Licensed Product has been (i) subject to misuse or used inconsistently with applicable operating instructions or other Documentation, (ii) installed, repaired, modified or altered by any persons other than those authorized by ATI, or (iii) damaged or destroyed, either by Customer or any Third-Party; or

(ii) Customer is not complying with the Minimum System Requirements or using the appropriate hardware and equipment required by System or as may be specified by the Documentation or which is otherwise specified by ATI from time to time; or

(iii) Customer has not installed or does not use the most recent updates, upgrades, maintenance modifications, patches or fixes to the Software or firmware or Hardware as provided under this Master Systems Agreement or other component as directed by ATI; or

(iv) Customer has combined the System and the Licensed Products with hardware or components not authorized by ATI; or

(v) Customer has not provided ATI access to its facilities to install the most recent upgrades or maintenance modifications including any firmware updates.

(b) Furthermore, ATI shall not have any obligations under Sections 11 or 12, or have any maintenance, repair, or other service obligation related to any and all Third-Party software, firmware, hardware, Associated Equipment or other equipment which the Licensed Products or System interfaces to, accesses, calls or invokes.

10.7 Disclaimer on Third-Party Software and Licenses. Customer acknowledges and agrees that the use of the System may require Third-Party systems, software or licenses (including without limitation Third-Party database management systems) which, unless expressly and specifically stated otherwise herein, are not covered or provided under this Master Systems Agreement. Customer shall be solely and fully responsible to directly and separately obtain such systems, software or licenses from such Third-Parties. Customer will be responsible for acquiring any and all applicable Third-Party licenses not specifically and expressly identified in this Master Systems Agreement as being provided by ATI. Customer should consult with its information technology department to determine the required Third-Party system, software or license(s). Any licenses granted hereunder do not alter any rights and obligations Customer may have with such Third-Party licensors.

11. INDEMNIFICATION.

11.1 Indemnification of Customer. Provided Customer is not in breach of this Master Systems Agreement or in default of or late on any payments, ATI will defend Customer from and against any and all claims, demands, actions, proceedings or suits (collectively, "**Claims**") brought against Customer and will indemnify and hold harmless Customer from and against all losses, damages, expenses, costs and liabilities (collectively, "**Liabilities**") arising out of or relating to any such Claims in connection with a final injunction obtained against Customer's use of the System by reason of infringement of a valid U.S. patent or copyright or misappropriation of a trade secret. As its sole and absolute remedy, upon receipt of proper notice thereof, ATI shall, at ATI's sole option and expense, either immediately (a) procure the right for Customer to continue using the Deliverables on substantially the same terms as provided in this Master Systems Agreement; or (b) replace or modify the Deliverables so that they become non-infringing. If neither (a) nor (b) above is reasonably practicable, ATI shall so notify Customer in writing and Customer at its election shall either (i) return and/or cease use of the allegedly infringing Deliverables and receive a proration of any remaining fees or other amounts paid for the allegedly infringing Deliverables without terminating this Master Systems Agreement and the right to use the non-infringing portions of the System; or (ii) return all Software and other Licensed Products and terminate this Master Systems Agreement.

Notwithstanding any other provision of this Agreement, ATI's indemnification obligation stated herein shall not apply to: (i) any unauthorized modification of the integrated product (including any intellectual property contained therein) made by Customer or a third party, or (ii) any use of the ATI products or any intellectual property contained therein other than as specified by ATI herein. Customer is not authorized to agree to any settlement that would require ATI to make any payment. Indemnification resulting from litigation or the amount paid in settlement thereof shall be limited to payment of any and all damages and expenses awarded to the claimant. ATI shall be entitled to direct the defense and settlement of any claim for which indemnification is sought under this Agreement. Upon discovery of such infringement, Customer shall give ATI five (5) days written notice of any such claim, and to provide ATI with the authority, information and assistance (at no out-of-pocket cost) that ATI deems necessary for the defense and settlement of the claim.

11.2 Exclusions. Notwithstanding the foregoing, Customer agrees that ATI will have no defense or indemnification obligations under Section 11.1 to the extent that Claims result from any of the following:

(a) Customer's or any of Customer's agents negligence or misconduct;

(b) ATI's required compliance with designs or specifications provided and authorized by Customer representative;

(c) Customer's use of any release of a Deliverable other than the most current release (or prior releases that Customer is permitted to use under the applicable Ancillary Document) that was provided to Customer;

(d) Customer not having installed or failure to use or implement the most recent updates, upgrades, maintenance modifications, patches or fixes to the System, Software, firmware or Hardware as provided under this Master Systems Agreement or other component as directed by ATI;

(e) Customer's use of Deliverables in combination with other products not supplied by or designated by ATI, to the extent that such Claim would not have occurred but for such combination; or

(f) Customer's modifications of the Deliverables made without ATI's express authorization.

(g) Claims of infringement with regard to Content utilized by Customer for display on or in conjunction with the Deliverables, other than ATI-provided Content.

11.3 Indemnification of ATI. Customer shall defend ATI from and against any and all Claims and will indemnify and hold harmless ATI from and against all Liabilities arising out of or relating to any such Claims in connection with Customer's misuse of the Deliverables and /or the System, including display or use of Content that infringes or is claimed to infringe the intellectual property of a Third-Party, or other use, operation or conduct of the Deliverables and/or System outside its intended design or as otherwise specified in any Documentation. ATI, its representatives, employees and agents, will be required to enter premises owned, leased, occupied by or under the control of Customer during the performance of this Master Systems Agreement, and Customer shall indemnify and hold harmless ATI, its officers, employees, representatives and agents from any Liabilities by reason of property damage or personal injury, including death, of whatsoever nature or kind arising out of or as a result of such performance.

11.4 Procedures. For any Claims or Liabilities of one to the other under this Section 11, each will: (a) promptly notify the other in writing of the receipt of any Claim that is covered by this Section 11; (b) give the other all reasonably requested information concerning such Claim; (c) give authority to control the defense and settlement of any such Claim, as set forth below; and (d) if applicable, reasonably cooperate with and assist the indemnifying Party, at such indemnifying Party's request and expense, in the defense and settlement of the Claim. Failure to provide written notice of, or information concerning, or authority to control, or cooperation with respect to, any such Claim shall not relieve the other from any liability under this Section 11, *except* that failure to provide proper notice may limit the indemnifying Party's obligation to the other hereunder to the extent it has been prejudiced by such failure. Each as to the other will: (i) if applicable, defend or settle, at its own expense, any such Claim; (ii) keep the other advised of the status of any of its defense and/or negotiation efforts; and (iii) afford the other a reasonable opportunity to review and comment on significant actions planned to be taken by the indemnifying Party with respect to such Claim. In any case, Customer shall not enter into any settlement that materially or adversely affects ATI's rights or interests in any of its or its licensor's Intellectual Property and trademarks, without ATI's prior written approval.

12. LIMITATION OF LIABILITY.

12.1 Exclusions to Limitations of Liabilities. Each Party will be responsible for the full extent of its own liability arising from, and the limitation of liability in Section 12.2 below shall not apply, with respect to: (a) death or personal injury resulting from negligent acts or omissions or willful misconduct; (b) rightful claims for non-payment; (c) breach of confidentiality and data protection obligations; (d) indemnification obligations; (e) the non-excludable statutory rights of consumers (for example, under laws providing for strict product liability); or (f) Customer's infringement of ATI's Intellectual Property.

12.2 Maximum Liability. Subject to Section 12.1, and to the full extent permitted by applicable law, each Party's maximum aggregate liability for all claims relating to this Master Systems Agreement, whether for breach of contract, breach of warranty or in tort, including negligence, will be limited to the fees paid by Customer under the applicable Order under which such liability arose, but in any case no more than one (1) time the total amounts payable under this Master Systems Agreement.

12.3 NO SPECIAL DAMAGES. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS MASTER SYSTEMS AGREEMENT (INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, REVENUE, PROFITS, GOODWILL, USE, DATA, ELECTRONICALLY TRANSMITTED ORDERS, OR OTHER ECONOMIC ADVANTAGE), HOWEVER THEY ARISE, WHETHER IN BREACH OF CONTRACT, BREACH OF WARRANTY OR IN TORT, INCLUDING NEGLIGENCE, AND EVEN IF THAT PARTY HAS PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE. ATI'S ENTIRE LIABILITY FOR ANY LOSS OR DAMAGE RESULTING FROM ANY CLAIMS, DEMANDS OR ACTIONS ARISING OUT OF THIS AGREEMENT OR THE PERFORMANCE OF OR FAILURE TO PERFORM HEREUNDER SHALL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID FOR ITS GOODS AND/OR SERVICES PURSUANT TO THE APPICABLE ORDER. HUMAN ERROR AND/OR MALFUNCTION VOIDS ALL PAYS AND PLAYS.

12.4 Absolute Limitations. Liability for damages will be limited and excluded even if any exclusive remedy provided for in the Agreement fails of its essential purpose.

13. TERM AND TERMINATION.

13.1 Term. Unless terminated earlier pursuant to Section 13.2, the Term of this Master Systems Agreement will commence on the Effective Date and will continue in effect until the expiration or termination of the License Term.

13.2 Termination. Either Party may terminate this Master Systems Agreement: (a) immediately by written notice if the other Party fails to cure any other material breach of this Master Systems Agreement, including any Ancillary Document, within sixty (60) days after receiving written notice of such breach; or (b) at any time if the other Party becomes insolvent, makes a general assignment for the benefit of creditors, or suffers or permits the appointment of a receiver for its business or assets or otherwise ceases to conduct business in the normal course.

13.3 Effect of Termination.

(a) <u>No Continuation of License</u>. The termination of this Master Systems Agreement shall rescind the License granted and revoke all rights granted to or accrued by Customer to use any Licensed Product or Software; *however*, all terms pertaining to confidentiality remain in full force and effect in accordance with the terms of this Master Systems Agreement. Within ten (10) days of termination of this Master Systems Agreement, Customer shall uninstall (but in any case remove, delete and/or erase) the Licensed Products and any other Software and return to ATI all of the Licensed Products and Software, any and all Documentation or other ATI Confidential information, and all other information and training materials, and all copies thereof, in Customer's possession. Should ATI be required to uninstall the Licensed Products and Software then Customer shall be charged for labor incurred by ATI at ATI's then current rates.

(b) <u>No Damages as a Result of Rightful Termination</u>. The Parties acknowledge and agree that neither Party will be entitled to damages, indemnification or other remedy solely by virtue of the other Party's termination of this Master Systems Agreement in accordance with the terms of this Section 13. This provision does not affect any other remedies that may be available to either Party for breach of the Agreement. Customer will not be responsible for any costs incurred by ATI after the termination of this Master Systems Agreement, other than pursuant to open Purchase Orders (and corresponding Exhibits and other Ancillary Documents) which are not terminated as described in this Section 13.

(c) Survivability. Rights and obligations under this Master Systems Agreement which by their nature should survive (such as obligations of confidentiality and data protection and indemnifications) will remain in effect after termination or expiration of the Agreement. No termination of this Master Systems Agreement shall relieve either Party from liability arising from any breach of this Master Systems Agreement on or prior to the date of termination.

14. ANTI-BRIBERY.

14.1 Each Party hereby represents, covenants and warrants that (a) it shall not violate any applicable laws including (without limitation) any laws in regards to anti-corruption, anti-bribery and money laundering (any such violation being a material breach of this Master Systems Agreement), and shall promptly notify the other Party in writing in the event of any actual or alleged violation of such laws; and (b) during the term of this Master Systems Agreement, nor shall any of its directors, officers or employees engage (or cause another Party to engage) in any activity that is, or is reasonably likely to be, in breach of this Anti-Bribery Section.

14.2 If either Party is subject to any regulatory investigation as a result of the actions of the other Party, the other Party shall indemnify the Party under investigation for any costs associated, and shall fully co-operate with, such investigation.

14.3 If either Party receives any requests for bribes from any Third-Party relevant to this Master Systems Agreement, such Party shall promptly report this request to the other Party.

14.4 If either Party reasonably believes that a breach of any of the representations, covenants or warranties contained in this Anti-Bribery Section as occurred, or is reasonably likely to occur, said Party may terminate this Master Systems Agreement immediately and pursue all available remedies.

14.5 Notwithstanding Section 14.4, in the event an applicable court of law or tribunal finds a breach of any representations, covenants or warranties under Section 14.1 by a Party, this Master Systems Agreement will automatically terminate and the Party found to be in breach shall indemnify the other Party and its directors, employees affiliates and subsidiaries in respect of any damages, losses, fees and costs (including, without limitation, audit costs) incurred by that other Party as a result of or in relation to such breach.

14.6 Customer hereby represents that it has exercised independent judgment in purchasing any ATI products or services under this Master Systems Agreement and has not been offered payment(s) or benefit(s) to enter into this Master Systems Agreement, except those contractual benefits expressly set out in this Master Systems Agreement.

15. RESOLUTION OF DISPUTES; LAW.

15.1 Dispute Resolution. The parties shall use good faith and reasonable efforts to discuss any differences in order to resolve disputes, grievances or complaints, or make adjustments to amounts due hereunder, if warranted, prior to invoking their dispute resolution rights in accordance with this section. However, if good faith discussions and reasonable efforts fail, the parties shall resolve disputes as follows:

(a) Limited Waiver of Sovereign Immunity. Downstream and QCA each waive its sovereign immunity, and any and all defenses based thereon, with respect to any Claims, but only to the limited extent as set forth in this Section 15. "**Claim**" shall mean any claim, demand or cause of action brought by VGT under this Agreement or any document mentioned or contemplated in this Agreement. This limited waiver of sovereign immunity is irrevocable and shall remain in effect during the Term and for no more than two (2) years after termination or expiration of this Agreement. The limited waiver of sovereign immunity granted hereunder shall: (i) permit enforcement of this Agreement, and any arbitration award hereunder, solely against Downstream or QCA, as appropriate; (ii) be for the benefit and use solely of VGT; (iii) permit recourse against Downstream or QCA for money damages and other relief permitted under this Agreement; and (iv) be effective only upon the adoption of a resolution of the Board of Members of Downstream approving such limited waiver of sovereign immunity.

(b) Arbitration. Any breach or dispute arising out of or relating to this Agreement shall be resolved through an arbitration administered by the American Arbitration Association ("**AAA**") under its Commercial Arbitration Rules, and judgment upon or the award may be entered in any of the Specified Courts. There shall be one arbitrator named by the AAA in accordance with such rules; provided, that the arbitrator selected by the AAA shall have experience with respect to Indian law. The arbitration proceedings shall be conducted in Tulsa, Oklahoma, or at such other location as agreed upon by the parties and which is also acceptable to the arbitrator. Any documents prepared or created for the arbitration, any documents already considered "Confidential Information" under this Agreement, and the amount of any awards shall be kept confidential except (i) to the extent that disclosure may be required of a party to fulfill a legal or regulatory duty, protect or pursue a legal right, or enforce or challenge an award in legal proceedings before a court or other judicial authority, or (ii) pursuant to the written consent of all parties. The parties will also make good faith efforts to treat the arbitration proceedings as Confidential Information. An arbitration award shall be made in writing. Any arbitration award for money damages shall be made payable on a reasonable schedule to be determined by the arbitrator. Any action or proceeding seeking to confirm, enforce, vacate, modify or correct any arbitration award, or correct a refusal to arbitrate, hereunder shall be in accordance with and applying the Federal Arbitration Act, 9 U.S.C. § 1 et seq., as amended from time to time. The arbitrator may award injunctive and other relief appropriate to enforce the provisions of this Agreement and/or any arbitration award. For purposes of enforcement of this Agreement and any arbitration award hereunder, including but not limited to the recognition or enforcement of any arbitration award or judgment, each of the parties hereto agrees to irrevocably and unconditionally consent and submit, for itself and its property, to the exclusive jurisdictions of the following courts, and in the following order: (i) first, to the United States District Court for the Northern District of Oklahoma, any appellate court from which any appeals therefrom are available (the "**Federal Courts**"), and (ii) if and only if the Federal Courts lack or decline jurisdiction, then to the District Court in and for Tulsa County, Oklahoma, and/or the courts of the Quapaw Tribe of Oklahoma, and/or any appellate courts from which any appeals therefrom are available (collectively the courts specified in this provision are referred to as the "**Specified Courts**"). Each of the parties hereto irrevocably and unconditionally agrees that a claim in respect of any action or proceeding hereunder may be heard and determined in the Specified Courts described herein to the extent described herein. Each of the parties hereto hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement in any of the Specified Courts. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of any action or proceeding in any of the Specified Courts..

15.2 Choice of Law. This Agreement shall be governed by and interpreted in accordance with the laws of the state in which the Facility is located, without regard to principles of choice of law; provided, however, that the scope of the limited waiver of sovereign immunity granted hereunder shall be interpreted in accordance with controlling federal law. Nothing herein shall be deemed to give any state jurisdiction or regulatory authority over Indian lands.

15.3 Equitable Relief. Without limiting the Parties' other rights or remedies under this Master Systems Agreement, the Parties acknowledge that any breach or threatened breach of Sections 7 (Compliance), 8 (Non-Disclosure; Confidentiality) or 9 (Ownership) will constitute an irreparable injury and that monetary damages will be inadequate. Therefore, in addition to any other available rights or remedies, each will have the right to seek equitable relief and enjoin the other against any further or threatened breach of such Sections. Each Party hereby waives any requirement for the posting of a bond or any other security if the other seeks any injunction hereunder.

16. GENERAL.

16.1 Notices. Any notice required under this Master Systems Agreement must be in writing and sent to each Party's representatives at the respective addresses identified below. Notices will be mailed by certified or registered mail, postage prepaid and return receipt requested, or delivered via a national overnight express service. Notices will be effective upon receipt.

If to ATI:	**With a copy to:**
Aristocrat Technologies, Inc. Vice President of System Sales 7230 Amigo Street Las Vegas, NV 89119	Aristocrat Legal Department 7230 Amigo Street Las Vegas, NV 89119
If to Downstream:	with a courtesy copy to:
Downstream Development Authority Attn: John L. Berrey, Chairman 69300 E. Nee Road Quapaw, Oklahoma 74363 (918) 919-6054 jberrey@ogahpah.com	Stephen R. Ward Conner & Winters, LLP 4000 One Williams Center Tulsa, Oklahoma 74172-0148 (918) 586-8978 sward@cwlaw.com
If to QCA:	with a courtesy copy to:
Quapaw Casino Authority Attn: Marilyn Rogers, Chairman 58100 E. 64 Road Miami, Oklahoma 74354 (918) 540-9100 mrogers@quapawcasino.com	Stephen R. Ward Conner & Winters, LLP 4000 One Williams Center Tulsa, Oklahoma 74172-0148 (918) 586-8978 sward@cwlaw.com

16.2 Assignment. ATI may assign or delegate its rights, duties and obligations under this Master Systems Agreement, in whole or in part, by operation of law, or otherwise, including by merger or acquisition, without the prior express written consent of Customer. Customer shall not assign, transfer or delegate this Master Systems Agreement, and its rights, duties and obligations, or any part thereof, to any of its Affiliated Companies or to any Third-Party, whether by operation of law or otherwise, without the prior written consent of ATI, such consent not to be unreasonably withheld. This Master Systems Agreement shall be binding on the Parties and their respective permitted successors and assigns.

16.3 Invalidity. If any provision of the Agreement is held invalid by any applicable law or by any court or arbitrator, such provision will be enforced to the maximum extent permissible to effect the intent of the Parties, and such invalidity will not affect the enforceability of any other provisions unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable.

16.4 Relationship of Parties. This Master Systems Agreement is not intended to create a partnership, franchise, joint venture, agency, or fiduciary or employment relationship. Neither Party may bind the other Party or act in a manner which expresses or implies a relationship other than that of independent contractor.

16.5 Waiver. Waiver of any provision herein shall not be deemed a waiver of any other provision herein, nor shall waiver of any breach of this Agreement be construed as a continuing waiver of other breaches of the same or other provisions of this Agreement. To be enforceable, a waiver must be in writing and signed by an authorized representative of the waiving Party.

16.6 Interpretation. The Parties have had an opportunity to consult their respective attorneys with respect to this Master Systems Agreement. Accordingly, the language of this Master Systems Agreement shall not be construed for or against either Party. This Master Systems Agreement shall not be modified, supplemented, qualified, or interpreted by any trade usage or prior course of dealings between the Parties not expressly made a part of this Master Systems Agreement. The section headings contained in this Master Systems Agreement are for convenience of reference only and shall not be considered as substantive parts of this Master Systems Agreement. The use of the singular or plural form shall include the other form.

16.7 Counterparts. This Master Systems Agreement may be executed in counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument. As the Parties have agreed that they may transact via electronic means, a facsimile or electronic copy of a signature upon this Master Systems Agreement shall be binding upon the Party whose signature so appears.

IN WITNESS WHEREOF, authorized representatives of the Parties hereto have signed this Master Systems Agreement as set forth below as of the Effective Date.

[EXECUTED ON THE FOLLOWING PAGE]

ARISTOCRAT TECHNOLOGIES, INC., a Nevada corporation

By: ____

[*signature*]

Name:____

Title: ____

Date: ____

DOWNSTREAM DEVELOPMENT AUTHORITY OF THE QUAPAW TRIBE OF OKLAHOMA

By: ____

[*signature*]

Name: John L. Berrey ___________________________

Title: Chairman_________________________________

Date: ____

VIDEO GAMING TECHNOLOGIES, INC., a Tennessee corporation

Signature: ____________________________________

Name: ____

Title: ____

Date: ____

QUAPAW CASINO AUTHORITY OF THE QUAPAW TRIBE OF OKLAHOMA

Signature: ____________________________________

Name: Marilyn Rogers

Title: Chairman

Date: ____

EXHIBIT 1-A
HARDWARE, SYSTEM, LICENSES, PRICE AND FEE SCHEDULE

EXHIBIT 1-B
ACCEPTANCE STANDARDS

EXHIBIT 1-C
MINIMUM SYSTEMS REQUIREMENTS

EXHIBIT 1-D
SYSTEMS MAINTENANCE AND SUPPORT SERVICES AGREEMENT

This **Systems** Maintenance and Support Services Agreement (this "**Maintenance Agreement**") is made as of June 8, 2016, ("**Effective Date**") between **ARISTOCRAT TECHNOLOGIES, INC.**, a Nevada corporation with its address at 7230 Amigo Street, Las Vegas, NV 89119 ("**ATI**") and and Video Gaming Technologies, Inc., a Tennessee corporation with its offices at 308 Mallory Station Road, Franklin TN 37067 ("**VGT**") and Downstream Development Authority of the Quapaw Tribe of Oklahoma (O-Gah-Pah), an enterprise of a federally recognized Indian tribe, d/b/a Downstream Casino Resort, located at 69300 E. Nee Road, Quapaw, OK, 74363 ("**Downstream**"); and the Quapaw Casino Authority of the Quapaw Tribe of Oklahoma (O-Gah-Pah) d/b/a Quapaw Casino, an enterprise of a federally recognized Indian tribe, located at 58100 E. 64 Road, Miami, OK, 74354 ("**QCA**") (collectively with Downstream, the "**Customer**"). Customer and ATI and VGT are collectively the "**Parties**" and each individually, a "**Party**".

1. SCOPE.

1.1 OASIS System Purchase and Software License Agreement. This Maintenance Agreement relates to and will apply to the products (the "Products") that are the subject of the agreement entered into between Customer and ATI for the purchase of and license of the OASIS™ Casino Management System (the "Master Systems Agreement"). If, subsequent to entering into the Master Systems Agreement, Customer purchases or licenses additional Systems products (not including ATI gaming devices), ATI will provide maintenance and support services for such products pursuant to the terms of this Maintenance Agreement. As of the Effective Date, but subject to the Term and Termination section herein, the following Systems Products are covered as described herein:

☒ OASIS™	☒ Mobile Concierge™
☒ ONELINK™	☒ HALo™

1.2 **Entire Agreement**. This Maintenance Agreement contains the entire agreement of the Parties relating to the ongoing obligation of maintenance and support of the Products, and each Party acknowledges that there are no other agreements, representations, warranties or statements of fact made prior to or at the time of the signing of this Maintenance Agreement.

2. **DEFINITIONS**. All capitalized words shall have the same defined meaning as set forth within the Master Systems Agreement or as defined below:

2.1 "**Commencement Date**" means one hundred twenty (120) days from date of Acceptance (as such term is defined in the Master Systems Agreement).

2.2 "**Covered Hardware (or) Firmware**" means, as applicable, Sentinel units/interface boards, bank controllers, OASIS™ Network Controllers, Hostess interface boards, keypads, card readers, displays, Access I/O boards, ATI in-machine cables, Sentinel firmware, contained in the Product. Covered Hardware/Firmware does not include (i) replacement of any Hardware or Firmware necessary to complete a Version Upgrade, or (ii) Hardware failures resulting from power supplies or Associated Equipment including but not limited to personal computers, network cards or cables, network hubs or Customer cabling, or (iii) any additional hardware/firmware as may be required for any Software Maintenance and Support Services under this Maintenance Agreement, i.e. EPROMs.

2.3 "**EPROM**" is a commonly known hardware device used as a software delivery system.

2.4 "**Maintenance Release**" means periodic modifications and patches to the Software whether fixed in a tangible medium, such as a CD ROM, or downloadable, for distribution to ATI's Maintenance and Support Services customers requiring the same jurisdictional approvals as Customer. Notwithstanding anything herein to the contrary, the term Maintenance Release does not include new software products, including without limitation, enhancements, extensions or new versions to the Software or significant new releases of the Software which contain substantial new capabilities, either of which are made generally available on a commercial basis as separate price listed options or as additions to the Software.

2.5 "**Version Upgrade**" means periodic upgrades from xx.x version to yy.y version for distribution to ATI's Maintenance and Support Service customers requiring the same jurisdictional approvals as Customer. Notwithstanding anything herein to the contrary, the term Version Upgrade does not include new software products/modules, including without limitation, enhancements, extensions or significant new releases of the Software which contain substantial new capabilities, either of which are made generally available on a commercial basis as separate price listed options or as additions to the Software.

3. ATI MAINTENANCE AND SUPPORT SERVICES.

3.1 **NSSC**. All requests for Maintenance and Support Services must be reported to ATI's National Service Support Center ("**NSSC**"). Requests for service that are not reported to the NSSC will not be covered by this Maintenance Agreement.

3.2 **Hardware/Firmware**. If any Covered Hardware/Firmware fails during normal use of the product, ATI will provide Maintenance and Support Services in accordance with the applicable defect severity level set forth in the Response Time Matrices in Appendix 1, via on-site assistance, remotely via telephone or electronically, as permitted by the applicable gaming regulatory agency and at ATI's discretion and repair or replace the product as necessary.

(a) Hardware/Firmware Maintenance. New Covered Hardware/Firmware updates are periodically approved within Customer's jurisdiction.

(b) Covered Firmware Updates. Covered Firmware updates are included as part of this Maintenance Agreement and based upon ATI's discretion and the availability of ATI resources, such resources will be made available on-site to assist with the installation of Version Upgrades. Generally, Covered Firmware updates will be performed as part of Version Upgrades. However, in the event Customer requests Covered Firmware updates separate from Version Upgrades, ATI will make resources available via telephone to assist with the installation at no cost and on-site support at ATI's then current hourly rate and under its then current terms.

(c) Covered Hardware Updates. Covered Hardware updates are included as part of this Maintenance Agreement. ATI will make resources available via telephone to assist with the installation at no cost and on-site support at ATI's then current hourly rate and under its then current terms.

(d) EPROMs. EPROMs are specifically excluded from Covered Hardware/Firmware. Any new, additional or replacement EPROMs required to support a Version Upgrade, Maintenance Release or any Maintenance and Support Service are not covered under this Maintenance Agreement. EPROMs may be purchased from ATI at ATI's current rates.

(e) Return of Components. After Covered Hardware/Firmware has been removed for repair or replacement, Customer shall return the failed unit(s) to ATI. Upon ATI's evaluation of the returned component, it shall repair or replace the item, at ATI's sole discretion, and return the item within thirty (30) days, to the Customer. All shipping/freight costs are paid by Customer, including insurance for the item, and the risk of loss or damage shall be borne by Customer.

3.3 **Software**. ATI will provide Maintenance and Support Services and respond to each reported and reproducible Software defect in accordance with the applicable defect severity level as set forth in the Response Time Matrices in Appendix 1. Such response shall be either remotely via telephone or electronically, as permitted by the applicable gaming regulatory agency and at ATI's discretion. Such Software Maintenance and Support Services will include, but not be limited to, questions concerning the use of Product and operating problems that may be caused by Software.

(a) Version Upgrades. New versions of the xx.x OASIS™ Software suite may be periodically approved within a Customer's jurisdiction. These Version Upgrades are included as part of this Maintenance Agreement, and ATI resources will be made available on-site to assist with the installation of these Version Upgrades.

(b) Maintenance Releases. New Maintenance Releases may be periodically approved within a Customer's jurisdiction. These Maintenance Releases are included as part of this Maintenance Agreement and ATI resources will be made available via telephone to assist with the installation of these Maintenance Releases. Upon Customer's request, on-site support will be provided at ATI's then current hourly rate and under its then current terms.

3.4 **Exclusions**.

(a) ATI may exclude from coverage under this Maintenance Agreement any Covered Hardware/Firmware or Software or void any warranty granted in the Master Systems Agreement if:

(i) any Covered Hardware/Firmware or Software has been subject to misuse, failure to comply with applicable operating instructions, improper installation, repair, alteration or damage, either by Customer or a Third-Party; or

(ii) Customer has not installed the most recent Covered Hardware update or Maintenance Release as required under this Maintenance Agreement or the Master Systems Agreement; or

(iii) Customer has not provided ATI access to install the most recent Version Upgrade, including the Covered Firmware update; or

(iv) Customer is using non-recommended or non-compliant Associated Equipment for OASIS™ Software or firmware.

(b) Maintenance and Support Services are specifically excluded for:

(i) any other ATI software or hardware/firmware which is not covered by an ATI support contract and which the Software interfaces to, accesses, calls or invokes; and

(ii) any other Third-Party software or hardware which the Software interfaces to, accesses, calls or invokes; and

(iii) under certain circumstances, Customer's use of the foregoing may void ATI warranties.

(c) ATI will not be responsible for any Third-Party software that executes ATI stored procedures and if such action violates or may violate any statute, regulation or code, ATI may disclose such violation or potential violation to any local, state, federal, tribal or gaming regulatory authority or agency.

(d) If any other services are performed by ATI at the request of Customer for or in connection with any Maintenance Release, or any Hardware/Firmware, Software, or Custom Design Service excluded from coverage under this Maintenance Agreement, such other services shall be separately billable at ATI's then current rates and under its then current terms.

3.5 Service Response Times. ATI shall respond to Maintenance and Support Service requests as set forth in Appendix 1, attached hereto and incorporated herein by this reference. ATI shall provide the Maintenance and Support Services at times mutually agreed upon by the Parties. ATI may charge a premium for any services provided outside the contiguous United States.

4. CUSTOMER COVENANTS AND RESPONSIBILITIES.

4.1 Customer's Material Covenants. Customer shall:

(a) Pay the Maintenance and Support Services Rate as described in Section 5 herein;

(b) Maintain at Customer's sole cost, at the minimum, a TCP/IP connection to the Product, which is accessible by ATI. Customer will provide ATI with authorization and the required access codes and/or passwords to allow ATI access to the Product, as permitted by the applicable gaming regulatory agency;

(c) Provide or reimburse ATI for reasonable transportation, lodging and in the case of meals, reimburse a per diem rate, for all ATI personnel who are working at Customer's premises pursuant to this Maintenance Agreement, or as otherwise agreed in writing between the Parties ("**Travel Costs**"). Customer will pay Travel Costs within thirty (30) days of the invoice date. Customer will provide ATI written notice of any disputes regarding the Travel Costs invoices submitted pursuant to this paragraph within thirty (30) days of the invoice date ("**Invoice Bar Date**").

(d) Maintain the Minimum Systems Requirements provided to Customer by ATI from time to time, and install and implement all prescribed corrective procedures, programs and Software Releases provided to it by ATI within the time necessary to ensure Product performance;

(e) Timely install Covered Hardware and Maintenance Releases;

(f) Timely report any errors to ATI's NSSC in a manner that such error is reproducible; an

(g) Provide ATI such assistance, information, services and facilities as may be reasonably requested by ATI to perform the Maintenance and Support Services; and

(h) Use any information obtained from ATI only for the support of the information requirements within the Product at the Location; and

(i) Ensure that any ATI access codes provided are used only by those who are authorized to do so and are treated as confidential and proprietary information subject to the conditions specified in the Master Systems Agreement.

5. RATES AND PAYMENT TERMS.

5.1 Prices and Fees.

(a) General. During the Term of this Maintenance Agreement, the Customer shall pay for Maintenance and Support Services as set forth in: (i) Customer's current existing invoice; or (ii) if applicable, Customer's new quotation, (collectively referred to herein as "**Rates**").

(b) Annual Rate Adjustment. On an annual basis, unless otherwise agreed upon, ATI shall have the right to adjust the Rates. For each Renewal Term, ATI shall provide Customer thirty (30) days' notice of ATI's then current Rates. These Rates shall be effective beginning each Renewal Term.

(c) Machine Audit. Customer agrees and hereby grants ATI the right to audit the quantity of ATI Hardware linked to the Product and Software module licenses used thereon, at any time. Such audit may be done by physical inspection, by modem or Software analysis, or any combination thereof. Customer shall have the right to review the determination of such audit and shall sign and accept the audit results. Upon Customer acceptance of audit results and in the event that the audit has revealed an increase in ATI Hardware linked to the Product and Software modules, ATI shall invoice Customer for the net increase and such invoice shall become due and payable net thirty (30) days from invoice date.

(d) Change in Number of Machines. WRITTEN NOTICE OF ANY INCREASE IN THE NUMBER OF HARDWARE LINKED TO THE PRODUCT REQUIRES IMMEDIATE NOTIFICATION TO ATI IN WRITING. In the event Customer increases the quantity of Hardware linked to the Product, Customer will be invoiced for such increase as of the notification date.

(e) Special Requests for Other Services. In the event Customer shall request that ATI develop a service as set forth within the Master Systems Agreement, not covered by this Maintenance Agreement ("**Custom Design Service**") and ATI determines that such service can be provided, ATI shall perform the requested services, at ATI's then current rates to perform the requested service. ATI reserves the right to charge Customer for time, at its then current hourly rate, and for long distance telephone toll charges when such charges are incurred in aiding Customer to recover from problems not directly related to the Product.

5.2 Terms of Payment. Customer's payment will be net thirty (30) days from issuance of ATI's Invoice.

(a) Intervals. Customer shall be invoiced for Maintenance and Support Services thirty (30) days in advance of the Initial Term and of each Renewal Term.

5.3 Taxes. Customer shall be responsible for the payment of all applicable local, state, tribal and federal taxes or fees related to the use of the Product and ATI's performance of the Maintenance and Support Services required or requested pursuant to this Maintenance Agreement.

6. LIMITATION OF DAMAGES. ATI SHALL NOT BE LIABLE, UNDER ANY CIRCUMSTANCES, FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, LOST PROFITS, PUNITIVE OR OTHER EXEMPLARY DAMAGES AS A RESULT OF THE SYSTEM OR ANY COMPONENT THEREOF BEING TEMPORARILY UNAVAILABLE FOR CUSTOMER'S USE. HUMAN ERROR AND/OR MALFUNCTION VOIDS ALL PAYS AND PLAYS.

7. TERM AND TERMINATION

7.1 Term and Renewal.

(a) Initial Term. This Maintenance Agreement shall have an initial term beginning on the Commencement Date and continuing until October 1, 2021 (the "**Initial Term**"). Maintenance and Support Services will begin on the Commencement Date.

(b) Renewal Term. After the Initial Term, this Maintenance Agreement will automatically renew for additional periods of time. The initial renewal period shall begin upon expiration of the Initial Term and continue until December 31st of that year ("**Initial Renewal Term**"). The renewal period shall commence upon expiration of Initial Renewal Term and continue for one (1) year periods thereafter ("**Renewal Term**") unless Customer has provided ATI ninety (90) days written notice of termination prior to the expiration of the Initial Term or any subsequent Renewal Term.

7.2 Termination.

(a) ATI Termination. ATI shall have the ability to terminate this Maintenance Agreement and its obligations hereunder following written notice to Customer in the event that Customer materially breaches any of its obligations under the Master Systems Agreement, a Gaming Device Agreement or this Maintenance Agreement, including: (i) Errors or defects in the functioning of the Product which are caused by or are the result of Customer's use of incompatible or non-approved equipment; (ii) If Customer becomes insolvent, makes a general assignment for the benefit of creditors, or suffers or permits the appointment of a receiver for its business or assets or otherwise ceases to conduct business in the normal course, or if a petition under any bankruptcy act or similar statute is filed by or against the Customer and is not vacated with ten (10) days after it is filed.

(b) Customer Termination. Except as set forth in this Section, Customer may terminate this Maintenance Agreement by written notice to ATI in the event ATI fails to repair a Software error or to return the Product to a reasonable operating condition within ninety (90) days of an emergency (or crash). In the event of such termination, Customer shall have no further obligations under this Maintenance Agreement. If the Product crash is the result of an act described in the preceding paragraphs, then Customer's right to terminate in accordance with this provision shall be suspended and shall remain suspended until the crash caused by such act has been corrected and the Product returned to reasonable operating condition.

7.3 Effect of Termination.

(a) No Damages as a Result of Rightful Termination. The Parties acknowledge and agree that neither Party will be entitled to damages, indemnification or other remedy solely by virtue of the other Party's termination of this Maintenance Agreement in accordance with the terms of this Section.

(b) Survivability. Rights and obligations under this Maintenance Agreement which by their nature should survive (such as obligations of confidentiality and data protection and indemnifications) will remain in effect after termination or expiration of this Maintenance Agreement. No termination of this Maintenance Agreement shall relieve either Party from liability arising from any breach of this Maintenance Agreement on or prior to the date of termination.

7.4 Reinstatement. In the event Customer voluntarily terminates this Maintenance Agreement and is not in breach of any of its obligations under any other agreement with ATI and subsequently desires to reinstate the Maintenance and Support Services hereunder, it shall provide written notice to ATI. If ATI agrees to reinstate the Maintenance and Support Services, it shall provide written notice to Customer and the terms and conditions of the Agreement shall be reinstated. ATI shall have the absolute right to amend or modify the terms of this Maintenance Agreement as a condition to reinstatement including charging Customer a reinstatement fee and an increase in the Rates.

8. SATISFACTION GUARANTEE. If for any reason, Customer is not completely satisfied with a Maintenance and Support Service, Customer shall notify ATI in writing within thirty (30) days of the time Customer first becomes dissatisfied. If ATI is unable to resolve the problem to Customer's reasonable satisfaction, Customer may receive a refund equal to thirty (30) days' charge.

APPENDIX 1

SYSTEMS MAINTENANCE AND SUPPORT SERVICES RESPONSE TIME MATRICES				
Severity	**Definition**	**Commencement of Work**	**Technical Escalation**	**Management Escalation**
Critical	Critical case is defined as either/or; system down; significant financial impact to the player, Customer, regulatory jurisdiction or ATI; critical data loss; or violation of regulatory compliance. Examples include: • Poller not communicating with WinOASIS or WinSOFTWARE database • Loss Limit not unlocking bill validators • Entire floor receiving zero (0) balance • Jackpot/Fills stations are down • Progressive Scanner down • SuperPlaymate cannot add players • SQL Server will not start • PRIME Middle Tier down for real time applications • All users cannot logon to any application • Can't redeem tickets on 20% or more of floor • Lost drive and/or array • Cannot restore backup • Database integrity issues • Corrupt SQL tables • Cannot roll PitBOSS shift or tables • Player gateway not transferring information (CMS, IGS, Mikohn)	Technical Support	Design and Development: within 8 hrs	Director of Service Support: within 4 hrs VP of Technology Services: within 8 hours President: within 24 hours
High	High case is defined as either/or: Financial impact; incorrect shipment of order/regulatory approval; or degradation of system functionality. Examples include: • Can't redeem tickets on <20% of floor • Cannot roll the day in BlackBart • Cannot load meters in BlackBart • Duplicate Jackpot Tickets • Duplicate Tickets in Quickets • Bonus Points not being awarded • Cannot perform Credit function in PitBOSS • Bad Load Report with 200+ pages • Cannot change status of players account • Cannot transfer documents • Table or bank is not showing in database • ATM, POS, Hotel Gateway not communicating	Service Support Representative	Technical Support: within 4 hrs	Director of Service Support: within 24 hrs VP of Technology Services: within 72 hrs
Medium	Medium case is defined as either/or: Customer can continue to perform business function; acceptable work-around has been set in place within compliance; or new product installation support. Examples include: • Report verification • Cannot edit an opener/closer • Embosser Issues • Troubleshooting variances • Auditing issues relating to machine moves • Reporting support • Drop entry is wrong • Setting up new tables and locations • Report Run Time Errors • Setting up applications (Installing new workstation)	Service Support Representative	Technical Support - within 24 hrs	Director of Service Support: within 96 hrs VP of Technology Services: within 7 days

APPENDIX 1

	• Setting up events in applications (Bonus Points, PersonalBanker, Marketing Manager) • Cannot restore backup • Setting up Reporting Server • Intermittent Run Time Error or SQL errors • Assisting in Audit Procedures • Installing new Gateway			
Low	Low case is defined as either/or: Documentation request; enhancement request; upgrade request; Customer requires "How To" help; or training requests. Examples include: • Sales inquiry • Documentation request • Computer Specification inquiry • Case History Report • Best Practice inquiry	Service Support Representative	Technical Support - within 72 hrs	Director of Service Support: within 7 days VP of Technology Services: within 10 days

EXHIBIT 1-E
NOTICE FOR PRODUCTS WHICH CONTAIN MICROSTRATEGY PROPERTY

Customer acknowledges and agrees that some of the Licensed Products, including specifically the nVision™ product contains copyrighted and proprietary products and materials of MicroStrategy Limited and MicroStrategy Services Corporation (collectively "**MicroStrategy**") which ATI obtained under a license from MicroStrategy and is sublicensing such materials to Customer. ATI hereby grants Customer for the License Term, a limited, non-exclusive, non-transferable, license (as defined below) to use the MicroStrategy Licensed Product solely at the Location, and solely in connection with the nVision™ product, and subject to the terms of this agreement.

Customer's users shall be considered "**Named User(s)**" for the purposes of the license granted in the Products which incorporate MicroStrategy materials. A "Named User" shall mean one (1) identified individual using a single login. For each nVision™ product licensed, Customer's License shall include access to such Licensed Product, reports, or messages generated by such Licensed Product for the number of Named Users specified in Exhibit 1-A, or if not specified in Exhibit 1-A, then the number stated in the quotation pursuant to which Customer and ATI agreed to the placement and licensing of the nVision™ Licensed Product at the Location. A Named User may be permanently replaced with another, if the original Named User no longer has access to such Licensed Product, reports or messaging generated by the Licensed Product.

Customer agrees and hereby grants ATI the right to audit the Location twice yearly to verify the number of Named Users accessing the Licensed Product; Customer shall cooperate with this audit by twice yearly providing ATI with a license manager report generated by the Licensed Product. If actual Named Users exceed the number specified by the number of licenses expressly stated in Exhibit 1-A, ATI shall invoice Customer per the schedule set forth in Exhibit 1-A or the quotation, as applicable, and Customer agrees to pay the invoice within thirty (30) days of receipt.

Customer may not: (i) reverse engineer, decompile or disassemble the Licensed Products; (ii) remove any of ATI's proprietary notices placed on or within the Licensed Products; (iii) materially alter or expand the data models contained in Licensed Products which incorporate MicroStrategy materials and shall only access the data from the data models provided by ATI; and (iv) use the Licensed Products which incorporate MicroStrategy materials except in conjunction with the System, subject to the rights and limitations specified in Customer's Master Systems Agreement. Further, Customer acknowledges and agrees not to disclose to any Third-Party, whether orally or in writing, any information regarding the Licensed Product, including benchmarking results.

Customer waives all claims against MicroStrategy for any damages, whether direct or indirect, incidental or consequential, arising in connection with the use of the Licensed Product in connection with use of the Licensed Product in accordance with this agreement; and Customer acknowledges it has no warranty claim of any kind whatsoever, whether express or implied, against MicroStrategy.

ARISTOCRAT TECHNOLOGIES, INC., a Nevada corporation

By: ____

[*signature*]

Name:____

Title: ____

Date: ____

DOWNSTREAM DEVELOPMENT AUTHORITY OF THE QUAPAW TRIBE OF OKLAHOMA

By: ____

[*signature*]

Name:____

Title:____

Date: ____

VIDEO GAMING TECHNOLOGIES, INC., a Tennessee corporation	**QUAPAW CASINO AUTHORITY OF THE QUAPAW TRIBE OF OKLAHOMA**
Signature: ____________________	Signature: ____________________
Name: ____________________	Name: ____________________
Title: ____________________	Title: ____________________
Date: ____________________	Date: ____________________

EXHIBIT 1-F
FORM OF CONFIDENTIALITY AGREEMENT

The undersigned recognizes that she/he will be given access to certain Confidential Information and proprietary information by the **DOWNSTREAM CASINO RESORT or QUAPAW CASINO**, a "**Licensee**" of certain Software and systems of ARISTOCRAT TECHNOLOGIES, INC. ("**ATI**") pursuant to that certain OASIS™ Master Systems Agreement dated June 8, 2016 (the "**Agreement**"). The undersigned agrees to accept the Confidential Information and not to further use or disclose it except as may be expressly permitted under the Agreement, the undersigned acknowledging that she/he has read the pertinent restrictions on use and disclosure and any legal exceptions thereto as set out in the Agreement. The undersigned acknowledges that ATI shall be both a Third-Party beneficiary of this undertaking given by the undersigned to the Licensee and shall have a direct right to equitably and legally enforce the undersigned's compliance with the restrictions on use and disclosure of the Confidential Information, whether by asserting a direct action for restraint or damages or both against the undersigned for any asserted unauthorized use or disclosure, or by joining Licensee as a party in interest in any action that the Licensee may institute against the undersigned to redress any such unauthorized use or disclosure. As used as part of this Confidentiality Agreement, "**Confidential Information**" means any and all: (a) confidential or proprietary information which is disclosed to or made available to by one Party to the other, which one Party otherwise becomes aware of such other Party's information, pursuant to the Agreement, (b) information regarding ATI's technology, strategy, operations, internal corporate information, business organization, finances, dealings, transactions or affairs, customers, sources of supply, personnel, methods and procedures; (c) deliverables under the Agreement; (d) processes, specifications, methods, designs, formulae, technology, trade secrets, know how, systems, methods and any information contained in any documentation, guides, or computer software or any information maintained in computer readable format; and (e) the terms and conditions of the Agreement.

AGREED TO AND ACCEPTED BY:

By: ____

Print Name:______________________________________

Title: ____

Date:____

EXHIBIT 1-G
ONELINK™ AGREEMENT

The Oasis ONELINK™ enterprise media management system (One Link Slot System ®, One Link Media System ® Extended Warranties, and additional features) ("**OneLink**") shall be subject to the terms and conditions below.

1. LIMITED WARRANTIES. The following section applies to ONELINK™ in lieu of the warranties set forth in the body of the Master Systems Agreement:

1.1 Software. Company warrants that the software will be free of material defects and shall operate substantially in accordance with the functional and system specifications.

1.2 Hardware. Company warrants that the hardware will operate in substantial accordance with the technical documentation accompanying the product for a period of ninety (90) days following the date of shipment**.** Thereafter, Company's hardware parts include an additional nine (9) month parts depot warranty for normal wear and tear. The warranty period begins on the date of shipment. Extended hardware warranties are available through a separate agreement.

1.3 EXCLUSION OF ADDITIONAL WARRANTIES. THE WARRANTY STATED HEREIN IS EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, AND COMPANY EXPRESSLY DISCLAIMS AND EXCLUDES ANY IMPLIED WARRANTY OF MERCHANTABILITY, INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. OTHER THAN THE WARRANTIES AND INDEMNIFICATIONS SET FORTH ABOVE, IN NOEVENT SHALL COMPANY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR SPECIAL DAMAGES WHATSOEVER, ARISING OUT OF THIS AGREEMENT, EVEN IF THE CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Tampering or interfering with warranted components during the warranty period by personnel other than authorized company technicians shall void this warranty. Any description of the products, whether made orally or in writing by Customer or Customer's agents, specifications, samples, models, bulletins, drawings, diagrams or similar materials used in connection with Customer's Order are for the sole purpose of identifying the products and shall not be construed as an express warranty. Any suggestions by Company or Company's agents regarding use, application or suitability of the products shall not be construed as an express warranty unless confirmed to be such in writing by Company.

EXHIBIT 1-H
MOBILE CONCIERGE™ AGREEMENT

ATI is the exclusive distributor of the App based on that certain License & Distribution Agreement dated March 4, 2013 by and between SIC Innovations, LLC ("**SIC**") and ATI. ATI hereby grants the Customer a license to use the software for casino marketing application that gives patrons access to real time venue and loyalty program information (the "**App**") subject to the terms and conditions below.

1. **LICENSE GRANT.** Subject to the terms and conditions of this Mobile Concierge™ Agreement, ATI hereby grants to Customer, and Customer hereby accepts, a nonexclusive, nontransferable license to use the App in connection with the marketing and promotion of the Location during the Term. Licensee shall not have the right to grant sublicenses hereunder except with the prior express written consent of ATI, and any unauthorized attempt to sublicense any right or interest hereunder shall be void. Customer acknowledges that SIC is the owner of all right, title and interest in and to the intellectual property comprising the App, and all such right, title and interest shall remain with SIC.

2. **TERM.** Unless otherwise specified in the applicable Order for the App or modules as referenced therein, the term of this license grant shall run concurrent with the Term set forth in Section 13 of this Master Systems Agreement.

3. **INSTALLATION.** ATI and Customer shall mutually agree upon the date of installation of the App. Customer acknowledges that one or more programs of the App may be separately installed before proceeding with the installation of a separate program of the App. Customer shall fully cooperate with ATI and to make available to ATI the facilities and necessary personnel for the purpose of installation.

4. **TRAINING.** Before installation or as otherwise designated by ATI, two or more of Customer's employees responsible for oversight or supervision of the App shall complete training classes at training facilities authorized by ATI or Customer or through online training sessions.

5. **CUSTOMER DELIVERABLES.** In addition to any deliverables already specified in this Master Systems Agreement, Customer shall also deliver to ATI and be responsible for the following (1) All art images, fonts, pictures, videos, and any other art assets or material that Customer requests to be considered as part of the branding or customizations of the App; (2) All server and network environments included but not limited to log-in credentials and application permissions necessary and/or otherwise reasonably required by ATI to implement and deploy the App; and (3) Sufficient space, facilities, and equipment (including, without limitation, access to the Internet and test environment) for any training and/or other services conducted or provided in any location other than ATI's facilities, including, without limitation, for any training provided on-site at the Location

6. **LIMITED WARRANTIES.** The following section applies to Mobile Concierge™ in lieu of the warranties set forth in the body of the Master Systems Agreement:

6.1. **APP WARRANTY PERIOD.** For a period of thirty (30) days after the installation date ATI warrants that the App will operate substantially as specified by ATI to Customer in the specifications provided by ATI ("**App Warranty Period**"); provided, however, that if the App does not perform as warranted, Customer's sole and exclusive remedy is that: (a) ATI shall, at its own expense bring the performance of the App into substantial compliance with ATI's specifications; or (b) if ATI determines that the App will not be able to perform substantially in accordance with such specifications after receiving written notice of such non-performance from Customer, ATI shall refund to Customer all fees actually paid to ATI in respect of the non-performing App. Notwithstanding the foregoing, there is no warranty in the event if the App does not perform as specified in the specifications based upon any act or omission of Customer, including, without limitation: (i) resulting from any modification of the App by Customer or third party used by Customer; (ii) if Customer has defaulted under the Mobile Concierge™ Agreement and the default is the cause for App not performing; or (iii) if Customer misuses or uses the App for illegal purposes or purposes not reasonably contemplated in this Mobile Concierge™ Agreement.

6.2. **EXCLUSION OF ADDITIONAL WARRANTIES.** EXCEPT AS SPECIFICALLY SET FORTH IN THIS MOBILE CONCIERGE LICENSE AGREEMENT, ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARE EXCLUDED FROM THIS MOBILE CONCIERGE LICENSE AGREEMENT, INCLUDING WARRANTIES OF

FITNESS FOR A PARTICULAR USE AND MERCHANTABILITY, AS WELL AS THOSE THAT MAY ARISE UNDER USAGE OF TRADE, COURSE OF DEALING, OR COURSE OF PERFORMANCE. ATI PROVIDES NO WARRANTY FOR EQUIPMENT, ACCESSORIES AND/OR PERIPHERALS MANUFACTURED BY A THIRD PARTY. ANY UNAUTHORIZED MODIFICATION, ALTERATION OR REVISION OF THE PRODUCTS BY CUSTOMER SHALL VOID ALL WARRANTIES, AND CUSTOMER HEREBY HOLDS ARISTOCRAT HARMLESS FROM ANY DAMAGES ARISING FROM SUCH MODIFICATION, ALTERATION OR REVISION. MALFUNCTION VOIDS ALL PAYS AND PLAYS.

7. **APP UPDATES.** During the Term, ATI will notify Customer of updates, if any, developed by ATI in connection with or for the App as such may become available and are generally offered by ATI to customers. These updates are provided strictly for the App. App products and modules which are either in development or not specifically provided for herein are NOT updates and are considered upgrades, and will require Customer and ATI to mutually supplement this Master Systems Agreement in writing or execute a new Order for Customer to license such modules.

8. **CUSTOMER'S RESPONSIBILITIES.** Customer will, at Customer's expense, supply, operate, monitor, and maintain a data communications network compatible with and to ensure the uninterrupted operation of the App. Customer acknowledges that ATI is not responsible or liable for any delay, malfunction, or loss resulting from the design, performance, installation, compatibility, operation, use, or any failure of Customer’s data communications network and/or other Customer systems. Customer shall perform, in a timely manner, any tasks outlined and required in the current edition of the ATI's supporting documentation, if any, including, but not limited to, performing daily data backup procedures and retaining a system administrator whom ATI deems to be adequately experienced.

EXHIBIT 1-I
HALo™ AGREEMENT

The suite of HALo products licensed to Customer ("**HALo**") shall be subject to the terms and conditions below:

1. **DEFINITIONS.** As it relates to this HALo Agreement, and in addition to those definitions already set forth in the Master Systems Agreement, the following definitions shall apply:

   1.1. "**HALo**" means the suite of HaLo Products licensed to Customer.

   1.2. "**Collateral**" means all of Aristocrat's (or an affiliate of Aristocrat) right, title and interest in and to the hardware that is the subject of an Order and this Agreement together with any related signage and equipment; including all goods, general intangibles (including, without limitation, the Licensed Materials and the Intellectual Property), proceeds, insurance proceeds, substitutions, replacements, additions, accessories, accessions and any and all products of, and/or pertaining to, all hardware hereafter sold, leased and/or licensed by Aristocrat to Customer.

   1.3. "**License Fee**" means the monthly recurring per-unit license fee for the use of HALo as stated in an Order.

   1.4. "**Gaming Device**" means an electronic gaming device consisting of a box, monitor, bill acceptor/validator, meter(s), and electronics.

   1.5. "**Premises**" means the installation address as specified within an Order.

   1.6. "**Products**" means the core product software solutions owned or licensed by or on behalf of House Advantage, including any modifications, customizations, upgrades or new products that may be developed from time to time.

2. **PURCHASE.** An Order shall include the terms of any such purchase or lease of any applicable hardware for use with HALo, as well as the terms of the HALo License (as defined below).

3. **NOTICE OF HOUSE ADVANTAGE PRODUCTS.** Customer acknowledges and agrees that the HALo Software contains copyrighted and proprietary products and materials of House Advantage LLC. ("**House Advantage**"), which ATI obtained under a license from House Advantage (the "**HA Agreement**") and is sublicensing such materials to Customer pursuant to the terms of the HA Agreement. The HALo License granted hereunder is expressly conditioned upon the continued existence of the HA Agreement through the License Term (as defined below), and ATI may immediately terminate such HALo License (as defined below) to the extent the HA Agreement ceases to be in full force and effect and/or should ATI so determine, in its sole discretion.

4. **HALo LICENSE.**

   4.1. **Grant of License.** Subject to the terms and conditions of license contained in this Agreement, ATI hereby grants Customer a limited, revocable, non-exclusive, non-transferable, license and sublicense, respectively, to use the HALo Software and the House Advantage materials incorporated therein, solely as provided herein, at the specific Location Customer's license to use any and all House Advantage materials provided in connection with the HALo Software is further restricted to use of such materials solely in connection with the HALo Software (the "HALo **License**").

   4.2. **License Term.** Unless otherwise agreed upon, subject to the terms and conditions set forth in this Agreement, the HALo License granted hereunder shall commence on the first working day after HALo is installed and shall continue for the duration of the Term set forth in Section 14 of the Master Systems Agreement.

   4.3. **License Restrictions**. Customer may not: (i) reverse engineer, decompile or disassemble the HALo Software or the House Advantage Products incorporated therein; (ii) remove any of ATI's proprietary notices placed on or within the HALo Software or the Oasis 360 materials incorporated therein; if any, (iii) materially alter or expand the data models contained in the HALo Software and/or the House Advantage materials incorporated therein, and shall only access the data from the data models provided by ATI; and (iv) use the HALo Software or the House

Advantage materials incorporated therein except as provided herein, and subject to the rights and limitations specified in this Agreement. Further, Customer acknowledges and agrees not to disclose to any party, whether orally or in writing, any information regarding the HALo Software or the House Advantage materials incorporated therein, including results of any benchmarking.

5. **INSTALLATION.** In addition to the installation provisions set forth in the Master Systems Agreement, the following shall apply:

   5.1. **Integration With OASIS.** HALo has been designed to be capable of interfacing with certain versions of the OASIS Casino Management System ("**OASIS**") for an additional cost. If Customer requests ATI to allow Customer's HALo to interface directly with Customer's OASIS system, Customer acknowledges that such interface shall not extend any OASIS warranties, maintenance and support services, or other obligations to Customer's use and operation of HALo.

   5.2. **Testing and Acceptance (FOR OASIS CUSTOMER ONLY).** If applicable, and upon completion of the Installation at the Location, and as applicable for Oasis customers, ATI shall conduct a test to confirm functionality in accordance with the OASIS™ Acceptance Standards applicable to the HALo Software. Thereafter, ATI shall provide Customer with written notice that the HALo Software is fully installed. Customer's countersignature of such notice shall constitute acceptance of the HALo Software. If Customer finds that the installed HALo Software does not operate to its satisfaction, or is otherwise unacceptable, Customer shall provide written notice thereof to ATI within five (5) days of receipt of ATI's notice of installation. If Customer does not provide ATI with such notice within five (5) days after receipt of ATI's notice of installation, the HALo Software shall be deemed accepted.

6. **LIMITED WARRANTIES.** The following section applies to HALo™ in lieu of the warranties set forth in the body of the Master Systems Agreement:

   6.1. **Limited Hardware and Performance Warranties.** ATI represents and warrants that for **120 days** after the date of Acceptance: (a) the deliverables will conform to standards generally accepted in the industry and in any event will be free from defects in materials and workmanship; (b) the deliverables will conform to any and all specifications; and (c) where design is the responsibility of ATI, the applicable deliverable will be free from defects in design. During the Term of the Agreement, ATI represents and warrants all Services will be performed in a competent manner by experienced workers possessing all relevant certifications, licenses and permits. If hardware is supplied to Customer by ATI, it will be listed as a maintenance item on the quote.

   6.2. **NO ADDITIONAL WARRANTIES.** EXCEPT AS SPECIFICALLY SET FORTH HEREIN, ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARE EXCLUDED FROM THIS AGREEMENT, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR USE, INFRINGEMENT AND MERCHANTABILITY, AS WELL AS THOSE THAT MAY ARISE UNDER USAGE OF TRADE, COURSE OF DEALING, OR COURSE OF PERFORMANCE. ATI PROVIDES NO WARRANTY FOR EQUIPMENT, ACCESSORIES AND/OR PERIPHERALS MANUFACTURED BY A THIRD PARTY. ANY UNAUTHORIZED MODIFICATION, ALTERATION OR REVISION OF THE HARDWARE OR ARISTOCRAT ON DEMAND SYSTEM MADE BY CUSTOMER SHALL VOID ANY AND ALL WARRANTIES, AND CUSTOMER HEREBY HOLDS ATI HARMLESS FROM ANY DAMAGES ARISING FROM SUCH MODIFICATION, ALTERATION OR REVISION. MALFUNCTION VOIDS ALL PAYS AND PLAYS.

NON-DISCLOSURE AGREEMENT

COMPANY #1

COMPANY NAME	Downstream Development Authority of the Quapaw Tribe of Oklahoma (O-Gah-Pah)	Quapaw Casino Authority of the Quapaw Tribe of Oklahoma (O-Gah-Pah)
STREET ADDRESS	69300 E. Nee Road	58100 E. 64 Road
CITY, STATE, ZIP	Quapaw, OK 74363	Miami, OK 74354
ATTENTION	John L. Berrey, Chairman	Marilyn Rogers, Chairman
PHONE	(918) 919-6094	(918) 540-9100
EMAIL	jberrey@ogahpah.com	mrogers@quapawcasino.com

COMPANY #2

COMPANY NAME	Video Games Technologies, Inc.
STREET ADDRESS	308 Mallory Station Road
CITY, STATE, ZIP	Franklin, TN 37067
ATTENTION	Legal Department
PHONE	(615) 372-1000
EMAIL	legal@vgt..net

COMPANY #3

COMPANY NAME	Aristocrat Technologies, Inc.
STREET ADDRESS	7230 Amigo Road
CITY, STATE, ZIP	Las Vegas, NV 89119
ATTENTION	General Counsel
PHONE	(702) 270-1000
EMAIL	legal.general@aristocrat-inc.com

In order to pursue discussions regarding the mutual business purpose identified in Section 2 below, Company #1, Company #2 and Company #3 (each, a "Party" and collectively the "Parties") recognize that there is a need to disclose to one another certain Confidential Information (defined below) and to provide for mutual agreements to protect such Confidential Information and restrict its use strictly for the pursuit of said Business Purpose. In consideration of the mutual promises contained herein, the Parties agree as follows:

1. Effective Date; Term. This Non-Disclosure Agreement ("Agreement") shall become effective June 8, 2016 and continue for a five (5) year period, provided that each Party's obligations hereunder with respect to Confidential Information shall remain in full force and effect for as long as information remains Confidential Information as defined herein and any breach of such obligations by the Receiving Party shall remain actionable.

2. Mutual Business Purpose of Disclosure. The Parties desire to receive Confidential Information from one another for the following reason(s) ("Business Purpose"): The Parties wish to explore a business opportunity between the Parties to discuss discount pricing for a proposed bundle deal which will include but not be limited to game sales, game leases and Systems products. Nothing stated herein shall be deemed to be a representation by any Party hereto that it shall agree to enter into any agreement of any kind or nature whatsoever with any other Party and, in fact, each Party hereto expressly disclaims any obligation with regard to same. Any agreement between any of the Parties hereto that arises out of or relates to any disclosure made herein shall be subject to fulfillment of all internal requirements of said Party, as well as fulfillment of all legal and compliance requirements of any governmental authority having jurisdiction over the Parties and the subject matter of any proposed agreement.

3. Definition of Confidential Information and Exclusions.

a. For the purposes of this Agreement, any Party receiving Confidential Information hereunder is referred to as a "Receiving Party" and the Party disclosing Confidential Information hereunder is referred to as the "Disclosing Party."

b. For the purposes of this Agreement, "Confidential Information" shall mean any and all information or material of a Party, whether revealed orally, visually, or in tangible or electronic form, that is not generally known to the public, including, information relating to personnel, employees, consultants and contractors, marketing strategies, sales and marketing data, customer lists (including the identity of actual and potential customers), supplier lists (including the identity of actual and potential suppliers), operations, business procedures, intellectual property rights including, but not limited to anything potentially protectable as a patent, copyright, trademark, service mark or trade secret, know-how, capabilities, product designs, drawings, specifications, program code, notes, analyses, compilations, studies, forecast, interpretations, or other documents prepared by a Disclosing Party or its representatives that derive from, contain, reflect or are based upon, in whole or in part, the information furnished by the Disclosing Party, and information regarding future technical, business, and marketing plans, and product strategies. In addition to the foregoing, Confidential Information shall include all information in tangible form and marked "confidential" or with words of similar effect and all information identified as confidential at the time of oral disclosure, with the understanding that the failure of a Disclosing Party to so designate as "confidential" such information or material at the time of disclosure shall not result in a loss of status as Confidential Information to the Disclosing Party.

c. Confidential Information shall not include information which: (i) is in or has entered the public domain through no breach of this Agreement or other act by a Receiving Party; or (ii) a Receiving Party rightfully knew prior to the time that it was disclosed to a Receiving Party hereunder; or (iii) a Receiving Party received from a third party lawfully possessing and lawfully entitled to disclose such information without breach of this Agreement; or (iv) was independently developed by a Receiving Party without any use of the Confidential Information, as demonstrated by files created at the time of such independent development.

4. **Obligations of Confidentiality.** Each Party understands and agrees that it will be deemed to be in a relationship of confidence with respect to the Confidential Information disclosed to it by a Disclosing Party. Each Party will maintain each other's Confidential Information and any internally prepared notes or documents containing or based upon the Confidential Information ("Work Product") in the strictest confidence and will not disclose such Confidential Information or Work Product to any third party or use or reproduce such Confidential Information or Work Product except as permitted herein and then only as is reasonably necessary to evaluate the Business Purpose, except and unless with the prior written consent of the Disclosing Party. Each Party will keep and maintain all of the other Party's Confidential Information and Work Product in a safe and secure location. Each Party will use reasonable steps to protect the other Party's Confidential Information and Work Product from unauthorized or inadvertent disclosure. Any Party may disclose the other Party's Confidential Information to its affiliates, officers, directors, partners, employees, accountants, lawyers, advisors, representatives or other designees of said Party (collectively "Related Persons"), but only to the extent such disclosure is necessary to consider and/or pursue the Business Purpose. Each Party will instruct all such Related Persons to carry out their respective obligations under this Agreement not to disclose such Confidential Information to third parties and not to use it for any purpose (other than to pursue the Business Purpose), without the prior written consent of the Disclosing Party. Each Party shall be responsible for any acts or omissions of its Related Persons that result in a breach of this Agreement. Each Party understands and agrees that (a) the Disclosing Party has not made and is not making any representations or warranties, express or implied, as to the accuracy, completeness or fitness for any particular purpose of any Confidential Information of such Disclosing Party, and (b) the Disclosing Party shall not have any liability to a Receiving Party relating to or resulting from a Receiving Party's use of any Confidential Information of such Disclosing Party or any inaccuracies or errors therein or omissions therefrom.

5. **Return of Materials.** Upon the written request of the Disclosing Party at any time, the Receiving Party will promptly return to the Disclosing Party all Confidential Information and copies thereof in the possession of the Receiving Party or its Related Persons, and promptly return or destroy any Work Product in the possession of that Party or its Related Persons unless otherwise specifically instructed in writing by the Disclosing Party.

6. **Notification of Disclosure.** If a Party discovers any actual or threatened disclosure or publication of any Disclosing Party's Confidential Information or Work Product to any third party by any of a Receiving Party's Related Persons, the Receiving Party shall promptly notify the Disclosing Party of such disclosure or publication and will, at the Receiving Party's own expense, use all reasonable efforts to prevent any future disclosure or publication.

7. **Excluded Confidential Information.** The obligations imposed by this Agreement shall not apply with respect to any portion of Confidential Information which (i) has been approved for release by written authorization of the Disclosing Party; or (ii) is required to be disclosed pursuant to a final and binding order of a governmental agency or court of competent jurisdiction, provided that the Disclosing Party has been given reasonable notice of the pendency of such an order and the opportunity to contest such order, the Receiving Party discloses only such Confidential Information required to be disclosed by such order, and the Receiving Party uses its best efforts to secure confidential treatment of such Confidential Information.

8. **Injunctive Relief.** All Parties hereto acknowledge that the unauthorized disclosure, use or disposition of Confidential Information of the other Party would cause irreparable harm and significant injury which would be difficult to ascertain. Accordingly, the Parties agree that the Disclosing Party may seek injunctive relief in the event of any breach of the obligations set forth in Section 4 of this Agreement, in addition to any other remedies that may be available to the Disclosing Party at law or in equity.

9. **Ownership of Confidential Information.** Nothing in this Agreement shall convey to any Party any rights in or to the Confidential Information of any other Party, whether rights of ownership, license, patent, copyright, trademark, trade secret or other proprietary right and interest therein.

10. **Governing Law and Attorneys Fees.** This Agreement will be governed and construed in accordance with the laws of the States of Nevada or Oklahoma (based on where the action is filed), without regard to or application of choice of law rules or principles. Any legal suit, action or proceeding arising out of or relating to this Agreement shall be commenced in any court with jurisdiction located in the States of Nevada or Oklahoma, and all parties hereto irrevocably submit to the jurisdiction and venue of such court in any such suit, action or proceeding between any Party or any of its Related Persons. If any litigation or other proceeding between or among any Party hereto or any of its Related Persons and any other Party or any of its Related Persons is commenced in connection with or related to this Agreement, the prevailing Party shall be entitled to receive an award of its reasonable attorney's fees and costs expended in connection therewith.

11. **Severability.** The provisions of this Agreement are severable, and if any provision hereof shall be found invalid, illegal, void or unenforceable, in whole or in part, the remaining provisions or portions thereof shall remain in full force and effect to the maximum extent permissible.

12. **No Waiver.** No breach of any covenant, condition, agreement, warranty or representation made herein shall be deemed waived unless expressly waived in writing by a Party. No waiver shall be deemed to be a waiver of any other matter, whenever occurring and whether identical, similar or dissimilar to the matter waived.

13. **Duration.** All obligations imposed hereunder shall continue in force until the expiration of the Term or the earlier written termination by all Parties hereto. All Parties' obligations pursuant to Section 4 of this Agreement shall survive for three (3) years after any expiration or termination of this Agreement. Notwithstanding expiration or earlier termination of this Agreement, provisions of Sections 6, 8, 9, 10, 11, 12, and 14 shall survive indefinitely.

14. **No Limitations of Other Protections.** The protections this Agreement provides to the Parties as to their respective Confidential Information hereunder shall be in addition to, and not in limitation of, any other protection provided to the Parties as to such Confidential Information under applicable law or in equity relating to trade secrets, unfair competition, intellectual property or otherwise.

15. **<u>Counterparts.</u>** The Agreement may be executed in counterparts each of which when executed by the requisite Party shall be deemed to be a complete original document. An electronic or facsimile copy of the executed Agreement or counterpart thereof shall be deemed, and shall have the same legal force and effect as, an original document.

16. **<u>Entire Agreement.</u>** This Agreement constitutes the entire agreement of the Parties regarding the subject matters hereof and may not be modified except by a written instrument signed by an authorized representative of each Party. This Agreement shall be for the benefit of each Party and its respective subsidiaries and affiliates, and their successors and assigns.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

COMPANY#1	**COMPANY #1**
Downstream Development Authority of the Quapaw Tribe of Oklahoma (O-Gah-Pah)	Quapaw Casino Authority of the Quapaw Tribe of Oklahoma (O-Gah-Pah)
By: ______________________________	**By:** ______________________________
Name: John L. Berrey	**Name: Marilyn Rogers**
Title: Chairman	**Title: Chairman**
COMPANY #2	**COMPANY #3**
Video Games Technologies, Inc.	**Aristocrat Technologies, Inc.,** a Nevada Corporation
By: ______________________________	**By:** ______________________________
Name: ______________________________	**Name:** ______________________________
Title: ______________________________	**Title:** ______________________________

Minimum Lease Agreement

THIS MINIMUM LEASE AGREEMENT (this "**Agreement**") is by and between Aristocrat Technologies, Inc., ("**ATI**"); Video Games Technologies, Inc. ("**VGT**"); the Downstream Development Authority of the Quapaw Tribe of Oklahoma (O-Gah-Pah) ("**Downstream**"), an enterprise of a federally recognized Indian tribe; and the Quapaw Casino Authority of the Quapaw Tribe of Oklahoma (O-Gah-Pah) d/b/a Quapaw Casino ("**QCA**"), an enterprise of a federally recognized Indian tribe (collectively QCA and Downstream are referred to herein as the "**Customer**").

WHEREAS, Customer, ATI, and VGT have agreed to enter into a joint deal, the whole of which is outlined in this Agreement and detailed in the ancillary documents to this Agreement contemplated herein (VGT Equipment Lease Agreement, OASIS™ Version 11 Master Systems Agreement, and Aristocrat Master Gaming Device Purchase and Lease Agreement);

NOW THEREFORE, the parties agree as follows:

1. **TERM.** The term of this Agreement shall commence upon the date the minimum lease requirement (as defined below) is achieved, or the date on which the Oasis System begins operating at either Qualified Location (defined below), whichever is earliest, but in no event later than October 1, 2016 (the "**Effective Date**") and shall continue in effect until October 1, 2021 (collectively, the "**Term**").

2. **QUALIFIED LOCATIONS.** This Agreement shall apply to:

   2.1. Downstream Casino Resort, 69300 E. Nee Road, Quapaw OK, 74363
   2.2. Quapaw Casino, 58100 E. 64 Road, Miami, OK 74354

3. **MINIMUM QUANTITY REQUIREMENT.** During the Term, Customer must maintain a minimum of 771 total leased Gaming Devices, which shall include 142 class II Gaming Devices from VGT portfolio to be located at Quapaw Casino, 568 class II Gaming Devices from VGT portfolio to be located at Downstream Casino Resort, 14 Class III Aristocrat Core Gaming Devices from VGT to be located at Downstream Casino Resort, and 47 Gaming Devices from ATI gaming operations portfolio to be located at Downstream Casino Resort (all 771 of which make up the "**Minimum Lease Requirement**"). All Gaming Devices shall be installed and available to the public by October 31, 2016. The mix of themes for the Gaming Devices making up the Minimum Lease Requirement may change as necessary; provided, however, the Minimum Lease Requirement must be maintained during the Term.

4. **INCENTIVE.** In exchange for full performance of the MLA and ancillary agreements, and subject to the provisions of Section 3 and Section 5, ATI will provide and VGT will fund at no charge to Customer the Systems (to include software, hardware, and license fees for HALo, OneLink, Mobile Concierge, and Oasis, all collectively the "**Systems**"), which has a value of $8,836,911.00, and is more thoroughly described in Exhibit 1 (Oasis Master Agreement). In exchange for full performance of the MLA and ancillary agreements, and subject to the provisions of Section 3 and Section 5, Customer will also receive a Special Transaction Discount on its Oasis maintenance fees, reducing the price of annual Systems maintenance from $1,014,174.00 to $704,106.00 (a savings of $310,068.00 per year) (collectively with the Systems, the "**Incentive**").

5. **CUSTOMER FEES**. Customer agrees to pay ATI the Systems maintenance fees described in Exhibit 1-A annually for 5 years. Customer shall receive the Special Transactions Discount during the 5 years so long as Customer is in full compliance with the provisions of the MLA and ancillary documents, including Section 3 and Section 5 of this MLA. After 5 years, the discount(s) shall end and ATI shall continue to bill Customer for maintenance annually so long as Customer continues to use the Systems and there is a valid written agreement in place. As stated above, the annual maintenance payment after the Special Transaction Discount shall be $704,106.00.

6. **GAMING OPERATIONS MACHINES.** As part of the requirements in Section 3 above, Customer shall install 13 new ATI Gaming Operations Machines at Downstream Casino Resort under the Master Gaming Device Purchase and Lease Agreement signed by Customer and ATI dated on or about the same date as this Agreement. The order for these Gaming

Operations Machines shall be prepared after the game theme selections have been made. For clarity, all 47 of the Gaming Operations Machines at Downstream Casino Resort shall be subject to an initial Term ending on October 1, 2021.

7. **CONFIDENTIALITY.** Customer agrees, during the Term of this Agreement and forever thereafter, to keep confidential all information provided by ATI and VGT as outlined in the Non-Disclosure Agreement ("NDA"), executed by and between ATI and Customer on or about the same date as this Agreement. Where a conflict of terms exists between the NDA and this Agreement, the provision providing greater protection of ATI's confidential information shall govern.

8. **TERMINATION**. If during the Term, Customer fails to maintain the Minimum Lease Requirement or fails to make the payments outlined in Section 5, Customer will no longer be entitled to receive the Special Transaction Discount and, as further described in the VGT Equipment Lease Agreements, will be invoiced for the prorated amount of the retail value of the Systems license.

9. **RESOLUTIONS**. Customer shall provide to ATI and VGT, prior to or simultaneously with the execution of this Agreement, a duly approved resolution of its governing body approving and authorizing this Agreement and all ancillary agreements, including all limited waivers of sovereign immunity.

DOWNSTREAM DEVELOPMENT AUTHORITY OF THE QUAPAW TRIBE OF OKLAHOMA (O-GAH-PAH)

Signature: ____________________
Name: John L. Berrey
Title: Chairman
Date: ____________________

ARISTOCRAT TECHNOLOGIES, INC., a Nevada corporation

Signature: ____________________
Name: ____________________
Title: ____________________
Date: ____________________

QUAPAW CASINO AUTHORITY OF THE QUAPAW TRIBE OF OKLAHOMA (O-GAH-PAH)

Signature: ____________________
Name: Marilyn Rogers
Title: Chairman
Date: ____________________

VIDEO GAMING TECHNOLOGIES, INC., a Tennessee corporation

Signature: ____________________
Name: ____________________
Title: ____________________
Date: ____________________