PURCHASE ORDER TERMS AND CONDITIONS

These Purchase Order Terms and Conditions ("Terms and Conditions") shall govern the sale/purchase of goods ("Goods") or performance of services ("Services") specified in a purchase order (the "Purchase Order") issued by JACK Entertainment LLC or its Affiliates (as hereafter defined) (each, as applicable, "Customer") to the party identified in the Purchase Order (the "Vendor"). For purposes of clarity, JACK Entertainment LLC may issue a Purchase Order for itself and/or any of its Affiliates but an Affiliate may not issue a Purchase Order on behalf of Jack Entertainment LLC. As used herein: (a) "Deliverables" means, collectively, Goods and Services, (b) "Purchase Agreement" means the Purchase Order, together with any attachments incorporated or referenced therein, and these Terms and Conditions, (c) "Affiliate" means any direct or indirect gaming affiliate, parent or subsidiary of Customer, including, but not limited to, JACK Cincinnati Casino LLC, JACK Cleveland Casino LLC, JACK Thistledown Racino LLC, Turfway Park, LLC, JACK Ohio Finance LLC and Greektown Casino, L.L.C.

1. PURCHASE OF GOODS AND SERVICES.

a. Acceptance and Precedence of Terms. Vendor’s agreement to furnish, or commencement of performance with respect to, the Deliverables constitutes Vendor’s unqualified acceptance of the Purchase Agreement.

b. Provision of Deliverables. Subject to the terms and conditions set forth in the Purchase Agreement, Vendor will provide Deliverables to Customer as specified in the Purchase Order.

c. Change Orders. At any time before any portion of the Deliverables are provided or performed, as applicable, Customer may, in whole or in part, by notice to Vendor: (i) cancel the Deliverables (and in such case, the parties shall be relieved from their respective rights and obligations with respect to such cancelled Deliverables except as explicitly provided in Section 2) (ii) suspend its purchase of the Deliverables, or (iii) make changes in: (w) the quantities, scope, or Delivery Date (as hereafter defined) of the Deliverables, (x) the applicable drawings, designs, or specifications of the Deliverables, (y) the method of shipment or packing of the Goods, or (z) the place of delivery of the Goods or performance of the Services. If a suspension or change causes an increase in the cost, or the timing required for Vendor’s performance, of the Deliverables and Vendor immediately notifies Customer in writing, then the price and delivery schedule of the Deliverables corresponding to such suspended or changed portion of the Deliverables shall be equitably adjusted as the parties may mutually agree, and Customer shall issue an updated Purchase Order to reflect the parties agreement. Any such requested adjustment must be made by Vendor in writing no later than five (5) days from the date of Vendor’s receipt of Customer’s notification of the suspension or change; failure to do so shall be deemed as acceptance by Vendor of such adjustment with no pricing adjustment to the Purchase Agreement. Nothing in this subsection is intended to excuse Vendor from performing pursuant to the Purchase Agreement, as changed or amended.

d. Acceptance. Customer’s acceptance of Deliverables will be in accordance with the acceptance criteria set forth in the Purchase Order, if any. If there is no such criteria, then, the Deliverables shall be deemed to have been accepted by Customer if Customer has not notified Vendor of any non-conformance associated with the Deliverables within thirty (30) days of receipt or completion of the applicable Deliverable. Customer’s payment to Vendor for Deliverables will not be deemed Vendor’s acceptance of the Deliverables.

e. Return; Re-Performance. Customer has the right, at Vendor’s own risk and expense to: (i) have Vendor re-perform the Services or return the Goods that do not meet the warranties specified herein or in the Purchase Agreement; or (ii) return the Goods that constitute over-shipments or early or late shipments by Vendor. In the event of any return of the Goods or refusal by Vendor to re-perform the Services, then at Customer’s option: (x) Vendor shall promptly reimburse Customer for the cost of any such Goods or Services paid by Customer at Customer’s request, or (y) Customer may offset the costs paid for such returned Goods or non-conforming Services against any amounts due to Vendor.

f. Set-up, Take-Down Curfews for Services. The performance of Services must be made in accordance with any set-up and take-down curfews specified in the Purchase Agreement, as may be subsequently modified in writing by Customer or issuance of a revised Purchase Order.

g. Independent Contractor. Vendor and/or its employees are independent contractors and shall not be considered under the Purchase Agreement or any other agreement between the parties to the Purchase Agreement as having any employee status of Customer. Neither Vendor nor its employees shall have any benefits or any employee status of Customer. Neither Customer nor Vendor has any authority to act for any other party as an agent, partner, or joint venturer as
a result of the Purchase Agreement. Vendor has no authority whatsoever to bind Customer to any other agreements, promises, or undertakings. The Purchase Agreement shall not be construed as creating or constituting a partnership or joint venture between any of the parties. Vendor shall report for federal, state and local income tax purposes all amounts received by Vendor under the Purchase Agreement as income. Vendor shall have sole responsibility for the withholding of all federal, state and local income taxes, unemployment insurance tax, social security tax, and other withholding with respect to payments made by Vendor to Vendor’s employees, agents, contractors and other persons performing the Services pursuant to the Purchase Agreement.

2. **PAYMENT.** For all the Deliverables and other obligations to be provided and performed by Vendor pursuant to the Purchase Agreement, Vendor shall be paid the sum set forth in the Purchase Order (the “Cost of Deliverables”). The Cost of Deliverables includes all taxes related to the Deliverables, and Vendor shall be responsible for payment of all applicable taxes, and remitting the same to the applicable taxing authorities. Invoices shall: (a) be submitted no later than the 10th day of each month covering the Deliverables provided in the previous calendar month, (b) be submitted no more frequently than monthly, and (c) either be: (i) emailed to: accountspayable@jackentertainment.com, or (ii) mailed to Customer’s business address at 580 Monroe Avenue, Detroit, MI 48226 to the attention of Accounts Payable. Each invoice shall identify the applicable Purchase Order date and/or number and will contain detailed entries describing the Goods or Services provided, the date, the dollar amount, and the timekeeper and amount of time billed (if applicable). Vendor shall submit such documentation as may be required by Customer to substantiate the payment requested. Payment for the undisputed portion of the Cost of Deliverables shall be payable within thirty (30) days of Customer’s receipt of the invoice and such additional documentation requested by Customer (as applicable); provided, however, that Customer shall not be in default of its payment obligations until such time as Vendor delivers written notice of its failure to receive payment and Customer fails to cure such breach within thirty (30) days of receipt of such notice. To the extent that a Purchase Order issued by Jack Entertainment LLC allocates the Cost of Deliverables to specific Affiliates, each such Affiliate shall be billed directly for their portion of the Cost of Deliverables. In the event of a good faith dispute regarding payment due to Vendor for the Deliverables: (i) Customer shall advise Vendor of the portion of the Cost of Deliverables disputed and its reason(s) therefor, (ii) Customer shall pay to Vendor the undisputed amount due, (iii) Vendor shall not suspend or withhold the Deliverables, or terminate the Purchase Agreement, and (iv) the parties shall endeavor to resolve such dispute within thirty (30) days of Customer’s notice to Vendor of the disputed amount.

3. **TERM AND TERMINATION.** The Purchase Agreement shall commence on the Start Date and shall continue until such time as all of the Deliverables under the Purchase Agreement have been provided in accordance with the terms of the Purchase Agreement; provided, however, that Customer shall have the right to terminate the Purchase Agreement by providing thirty (30) days advance written notice to Vendor of its election to terminate the Purchase Agreement. The Purchase Order may set forth the dates and periods that the Goods shall be delivered, and Services shall be provided, to Customer. As used herein, “Start Date” means the earlier of the first delivery or performance of any Deliverable or the date of the Purchase Order issued by Customer. Notwithstanding the foregoing, Customer may immediately terminate the Purchase Agreement if Vendor is then in breach of its obligations under the Purchase Agreement by providing written notice to Vendor of such election. If the Purchase Agreement is terminated, Customer shall only be responsible for reimbursing Vendor for all documented, actual direct costs expended or incurred by Vendor for the Deliverables prior to the termination date in accordance with the terms of the Purchase Agreement, and Vendor shall promptly reimburse Customer for any payment made that covers a period following the termination date; for purposes hereof, “direct costs” include, by way of example only, Goods previously procured for Customer but not yet delivered or actual deliverables previously provided for Services, and specifically excludes any equipment purchased by Vendor, fixed costs incurred by Vendor or other costs expended or incurred by Vendor while in breach of its obligations. Any right, obligation or required performance of the parties in the Purchase Agreement which, by its express terms or nature and context is intended to survive termination or expiration of the Purchase Agreement, shall survive any such termination or expiration.

4. **SHIPMENT AND DELIVERY.**

   a. **Timing.** The shipment of Goods or performance of Services, as applicable, must be made in accordance with the time frame(s) specified in the Purchase Order, unless subsequently modified in writing by Customer (the “Delivery Date”). Time is of the essence in Vendor’s performance of its obligations. In the event of a delay in delivery of any portion of the Deliverables, Vendor shall immediately notify Customer. Customer shall then have the option of canceling all or part of the Deliverables without liability. Customer’s acceptance of Vendor’s notice does not constitute a waiver of Vendor’s obligations.

   b. **Terms.** Seller shall pay all costs of delivery and freight charges to Customer’s loading dock (and in the case of Goods for Jack Entertainment LLC only, to its business address at 580 Monroe Avenue, Detroit, MI 48226), or at such other location as directed by Customer or set forth in the Purchase Order. Vendor assumes the risk of, and shall be responsible for, any loss or damage to the Goods until the Goods are accepted by Customer at the named place.

   c. **Incorrect Delivery.** At Customer’s option and Vendor’s risk and expense, Customer may store incorrect deliveries of Goods for a reasonable amount of time, or reject such Goods and return them to Vendor. Incorrect deliveries are
Goods that are delivered: (i) in excess of the amounts stated in the Purchase Order; (ii) more than three (3) business days prior to the Delivery Date; or (iii) after the Delivery Date.

d. **Packing of Goods.** Vendor shall preserve, pack, package and handle the Goods to protect them from loss or damage pursuant to Customer’s specifications (if any) and otherwise in accordance with good commercial practices and industry standards. Vendor shall be liable for, and shall promptly refund to, Customer the amount of any loss or damage due to Vendor’s failure to properly preserve, pack, and package or handle such Goods. Vendor shall include with each shipment of Goods an itemized packing list that states the Purchase Order number, product numbers, a description and the quantity of each Goods shipped and the date of shipment. Vendor shall make the Purchase Order number (if any) plainly visible in every invoice, package and bill of lading.

5. **VENDOR WARRANTIES.** Vendor represents and warrants during the term of the Purchase Agreement that:

a. Vendor shall procure and keep valid all necessary business licenses or other permits or approvals necessary related to the sale of the Goods or performance of the Services, as applicable.

b. Vendor is free to enter into the Purchase Agreement and is not party to or otherwise bound by any contracts, restrictive covenants, or any other contracts preventing full performance of its duties.

c. Vendor shall observe Customer’s rules as the same are disclosed to Vendor, including without limitation, those rules involving health, safety, the environment, and security, when working at or around Customer’s property.

d. The Deliverables sold and/or performed by Vendor, as applicable, pursuant to the Purchase Agreement shall: (i) be of a professional quality and performed in a professional manner, (ii) be free from any defects in design, materials and workmanship, (iii) comply in all respects with any specifications, drawings, samples, or other descriptions set forth in the Purchase Order, or later communicated to Vendor, and shall otherwise be fit for the purpose intended and merchantable, and (iv) be free from all liens, encumbrances, and rights of third parties. Without prejudice and in addition to any other of Customer’s rights, Customer shall be entitled to require Vendor to replace or re-perform any of the Deliverables (including any replacement Deliverables) that fail to comply with this subsection or, at Customer’s option, to require Vendor to refund to Customer the price paid for such Deliverables. If Vendor fails within a reasonable period to replace any of the Deliverables in accordance with this subsection, Customer shall be entitled to the following remedies (without prejudice to any other of its rights or remedies available at law or under the Purchase Agreement): (x) rectifying such defect on behalf of Vendor and in connection therewith, Customer shall be entitled to reimbursement by Vendor for all costs so incurred, (y) offsetting the price paid for such Deliverables or rectification of Deliverables against any amounts that may be owed to Vendor under the Purchase Agreement, or (z) a full refund for any amount paid for the applicable Deliverables. The warranties set forth in this subsection shall be for a period of two (2) years commencing upon completion of delivery of the Goods or performance of the Services, as applicable, in the manner required under Purchase Agreement, and shall survive any expiration or termination of the Purchase Agreement.

e. Vendor is financially solvent and possesses sufficient experience, authority, and working capital to perform and complete its obligations under the Purchase Agreement in a timely manner.

f. Vendor is not bound by the terms of any agreement with any other party to refrain from using or disclosing any trade secret or confidential or proprietary information that may be used in the course of performing the Services or to refrain from competing, directly or indirectly, with the business of any such third party.

6. **INSURANCE.**

a. Vendor, at its sole cost and expense, shall maintain in force during the term of the Purchase Agreement the following insurance coverages for not less than the following limits of liability:

(i) Commercial General Liability ("CGL") insurance providing coverage against all claims, including premises/operations, independent-contractors, products/completed operations, bodily injury, property damage, and personal and advertising injury in the following limits:

- Each Occurrence Limit: $1,000,000
- General Aggregate Limit: $2,000,000
- Personal & Advertising Injury Limit: $1,000,000
- Products/Completed Operations Aggregate Limit: $2,000,000

Furthermore: (x) there shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage, and (y) the CGL policy shall include a “Per Project Aggregate” endorsement.

(ii) Umbrella insurance with a limit of not less than $5,000,000 per occurrence and aggregate. The general aggregate limit shall follow form over the primary “Per Project Aggregate” endorsement.

(iii) Business automotive liability insurance providing coverage for all owned, non-owned and hired vehicles in an amount not less than $1,000,000 each accident.
(iv) Workers’ compensation and employer’s liability insurance as required by Michigan law and any other state in which the Deliverables shall be provided, with minimum limits as may be required by law, but in any event, not less than $1,000,000 for each accident and/or disease. This limit may be satisfied in conjunction with the umbrella insurance. 

(v) Professional liability insurance (also known as “errors and omissions insurance”) with limits of $2,000,000 per occurrence and $2,000,000 aggregate that provides coverage for errors and omissions caused by Vendor’s negligence in the performance of any Services. The foregoing insurance obligation shall be required only to the extent that Vendor is providing Services in which Vendor is providing professional services or regularly providing advice to Customer, and shall otherwise be maintained in force for so long as Vendor is providing such Services. 

(vi) Such other insurance and/or bond required by applicable law and/or as required by Customer. 

b. Vendor shall furnish to Customer certificates of insurance, duly executed by an authorized representative of each insurer, evidencing the insurance required hereunder prior to furnishing any goods and/or services and at such other times as may be requested by Customer. Upon request, Vendor shall promptly provide copies of any or all policies of insurance, and required endorsements, maintained in fulfillment hereof. 

c. All of the insurance policies required hereunder: 
   (i) shall be endorsed to name Customer (and such other parties as Customer may identify from time-to-time) as an additional insured, as well as contain such other riders and endorsements as Customer deems necessary (provided, however, that the additional insured requirements hereunder shall only apply to the insurance coverages required under Section 6(a)(i) and (ii) above, including liability arising out of the completed operations of contractor); 
   (ii) shall be endorsed to contain a waiver of subrogation and evidence thereof provided to Customer; moreover, Vendor also waives the right of its insurer to subrogate against Customer any claims the insurer may have paid; 
   (iii) shall provide that the coverage afforded to the additional insureds shall be primary insurance of the additional insureds with respect to claims arising out of operations performed by or on their behalf, and not excess over, or contributing with, any insurance purchased or maintained by the additional insured; and 
   (iv) must: (x) be written on an “occurrence” basis rather than a “claims-made” basis (except that the Professional Liability coverage may be written on “claims-made” basis), (y) be issued by a financially responsible company or companies, authorized to issue such policy or policies, with an insurance carrier acceptable to Customer; and (z) provide that the insurance policy shall not be subject to cancellation, termination or material change except after thirty (30) days’ prior written notice to Customer (10 days’ notice for non-payment of premium). 

d. Failure of Customer to demand any certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of Customer to identify and/or notify Vendor of any deficiency hereunder determinable from evidence that is provided, shall not be construed as a waiver of Vendor’s obligation to maintain such insurance. Vendor agrees that the obligation to provide the insurance required hereunder is its sole responsibility and that this requirement cannot be waived by any conduct, action, inaction, or omission by Customer. Furthermore, nothing contained in the insurance requirements hereunder is to be construed as limiting the liability of Vendor. 

e. If any subcontracting is permitted under the Purchase Agreement, Vendor shall cause each subcontractor to purchase and maintain insurance at limits and conditions acceptable to Customer but otherwise consistent with the insurance obligations set forth above. All such insurance coverage shall be endorsed to name Customer (and such other parties as Customer may identify from time-to-time) as an additional insured, as well as contain such other riders and endorsements as Customer deems necessary 

7. REGULATORY REQUIREMENTS. 

a. General. As a holder of privileged gaming licenses, Customer and its Affiliates are required to adhere to all applicable gaming statutes and the rules, regulations, resolutions and orders promulgated pursuant thereto, plus such other requirements, if any, that may be imposed by the applicable gaming commission (each, as applicable, the “Gaming Commission”) upon Customer or its Affiliates, as applicable, from time-to-time, including, but not limited to, the OLC Requirements, the OCCC Requirements and the MGCB Requirements (collectively, as amended, supplemented, or construed, the “Gaming Requirements”). In connection with providing the Deliverables hereunder, Vendor shall comply with all applicable Gaming Requirements. If at any time any Gaming Commission: (i) disapproves of the Purchase Agreement, in whole or in part, Customer may immediately terminate the Purchase Agreement; or (ii) requires approval of the Purchase Agreement, in whole or in part, Customer may immediately terminate the Purchase Agreement.
to, or benefit, a Michigan Affiliate. Moreover, to the extent that any portion of the Deliverables are provided to, or benefit, an Ohio Affiliate subject to the OCCC Requirements. Vendor further agrees as follows:

b. Ohio Specific Regulatory Requirements. Vendor acknowledges that Customer is subject to (as applicable): (i) the Ohio Lottery Commission (the “OLC”) and Customer and Vendor, as applicable, must comply with the Ohio State Lottery Act, ORC 3770.01, et seq. (as amended, supplemented, or construed, the “Ohio VLT Act”) and the rules, regulations, resolutions and orders promulgated pursuant thereto, plus such other requirements, if any, as are imposed by the OLC from time-to-time (as amended, supplemented or construed, the “OLC Rules”, together with the Ohio VLT Act, the “OLC Requirements”) to the extent any portion of the Deliverables are provided to, or benefit, an Ohio Affiliate subject to the OLC Requirements, and (y) the Ohio Casino Control Commission and its designees (the “OCCC”) and Customer and Vendor, as applicable, must comply with the Ohio Casino Control Act, ORC 3772.01, et seq. (as amended, supplemented or construed, the “Ohio Casino Act”) and the rules, regulations, resolutions and orders promulgated pursuant thereto, plus such other requirements, if any, as are imposed by the OCCC from time-to-time (as amended, supplemented or construed, the “OCCC Rules”, together with the Ohio Casino Act, the “OCCC Requirements”) to the extent any portion of the Deliverables are provided to, or benefit, an Ohio Affiliate subject to the OCCC Requirements. Vendor further agrees as follows:

(i) If Vendor provides any goods or services to an Ohio Affiliate subject to the OCCC Requirements or to Customer that equal or exceed $100,000.00 in a rolling 12-month period, Vendor acknowledges that it must promptly execute one or more certifications pursuant to Ohio Administrative Code Section 3772-10-30 (or any successor provision thereto) in such form provided by Customer or its Ohio Affiliate and approved by the OCCC prior to reaching the $100,000.00 threshold.

(ii) Vendor shall ensure that any employees or agents of Vendor (including employees or agents of its subcontractors) providing the Deliverables on any portion of an Ohio Affiliate’s property will report to such property’s Security Command center to be issued an appropriate vendor or visitor badge. In any event, prior to any such employee or agent providing the Deliverables on any portion of an Ohio Affiliate’s property, Vendor shall: (x) conduct appropriate background checks on any such person to ensure that such person was not convicted of any felony, or a misdemeanor relating to gambling, dishonesty, theft or fraud, (y) ensure that such person is not participating in the Ohio Voluntary Exclusion Program, that such person is on any state exclusion list, or that such person has not self-excluded themselves from the applicable Ohio Affiliate, and (z) ensure that such person was not temporarily or permanently evicted by the Ohio Affiliate.

c. Michigan Specific Regulatory Requirements. Vendor acknowledges that Customer is subject to the jurisdiction of the Michigan Gaming Control Board and its designees (the “MGCB”) and Customer and Vendor, as applicable, must comply with the Michigan Gaming Control and Revenue Act, MCL 432.201, et seq. (as amended, supplemented or construed, the “Michigan Act”) and the rules, regulations, resolutions and orders promulgated pursuant thereto, plus such other requirements, if any, as are imposed by the MGCB from time-to-time (as amended, supplemented or construed, the “MGCB Rules”, together with the Michigan Act, the “MGCB Requirements”) to the extent any portion of the Deliverables are provided to, or benefit, a Michigan Affiliate. Moreover, to the extent that any portion of the Deliverables are provided to, or benefits, a Michigan Affiliate, Vendor further agrees as follows:

(i) Pursuant to MGCB Rule 432.1221, Customer may terminate the Purchase Agreement, without penalty if, at any time, the MGCB determines that the Purchase Agreement does not comply with the MGCB Requirements.

(ii) Vendor has reviewed the MGCB Requirements, and in particular MGCB Rules 432.1321 and 432.1322, and MGCB’s Resolution 2015-01, and in connection therewith, Vendor represents, warrants, acknowledges and agrees that:

1. Vendor has obtained and shall maintain any and all necessary and applicable supplier or vendor licenses (including a temporary license) or exemptions, if applicable, from the MGCB to provide the Deliverables, and in connection therewith, such license or exemption does not contain any restriction imposed by the MGCB preventing Vendor from providing any portion of the Deliverables;
2. Vendor is solely responsible for determining whether and to what extent licensure or exemption is required from the MGCB for itself and to apply for, receive and maintain all necessary license or exemption;

3. all employees or agents of Vendor (including employees or agents of its subcontractors) that shall work on the casino floor, in restricted areas of the casino, or on restricted systems of the casino must first obtain an occupational license from the MGCB and that Vendor is solely responsible for determining whether and to what extent occupational licenses are required from the MGCB for such persons and to apply for, receive and maintain all necessary occupational licenses for such persons, and in connection with the foregoing and prior to applying for an occupational license for such persons, Vendor shall: (x) conduct appropriate background checks on any such person to ensure that such person was not convicted of any felony, or a misdemeanor relating to gambling, dishonesty, theft or fraud that would restrict such person from obtaining an occupational license, (y) ensure that such person is not on the MGCB Disassociated Persons or Exclusion List, and (z) ensure that such person was not temporarily or permanently evicted by the Michigan Affiliate;

4. it is illegal for an applicant denied licensure by the MGCB or a person or entity whose license was revoked by the MGCB or a business organization under the control of a denied license applicant or a revoked licensee, to enter into, or to attempt to enter into, a contract with Customer without the prior written approval of the MGCB, and in connection with the foregoing, Vendor is not a denied license applicant, a revoked licensee, or a business organization under the control of a denied license applicant or a revoked licensee;

5. the Purchase Agreement is subject to immediate termination by Customer if Vendor should become a denied license applicant, a revoked licensee or a business organization under the control of a denied license applicant or a revoked licensee during the term of the Purchase Agreement;

6. unless explicitly provided for otherwise in the Purchase Agreement or approved pursuant to Section 10 below, Vendor is not using any subcontractor or third party to provide the Deliverables and Vendor is otherwise the sole party providing the Deliverables; and

7. any subcontractor or third party used by Vendor shall be fully aware of the restrictions and obligations set forth in this Section 7(c), that such restrictions and obligations shall apply to such subcontractor or third party (as applicable), and that such restrictions and obligations shall be set forth in any agreement between Vendor and such subcontractor or third party (as applicable).

(iii) Vendor acknowledges and agrees that: (i) to the extent that Vendor does not receive and/or fails to maintain any exemption or licensure from the MGCB, Vendor is only authorized to provide goods and/or services to the Michigan Affiliate in an aggregate amount or value equal to or less than Fifty Thousand Dollars ($50,000.00) in a rolling 12-month period, provided, however, that if Vendor becomes aware of a likelihood that the aggregate of goods and/or services, or value thereof, provided to the Michigan Affiliate in the previous rolling 12-month period will reach Thirty-Five Thousand Dollars ($35,000.00), Vendor shall promptly apply for such licensure/exemption it will need to continue to perform and provide goods and/or services to the Michigan Affiliate and it shall thereafter, with due diligence, cooperate with the MGCB and provide such documentation and information as the MGCB requires for the issuance of the necessary licensure/exemption, and (ii) to the extent that Vendor only receives a vendor exemption from the MGCB, Vendor is only authorized to provide goods and/or services to the Michigan Affiliate in an aggregate amount or value less than Four Hundred Thousand Dollars ($400,000.00) in a rolling 12-month period, provided, however, that if Vendor becomes aware of a likelihood that the aggregate of goods and/or services, or value thereof, provided to the Michigan Affiliate in the previous rolling 12-month period will reach Three Hundred Thousand Dollars ($300,000.00), Vendor shall promptly apply for such licensure/exemption it will need to continue to perform and provide goods and/or services to the Michigan Affiliate and it shall thereafter, with due diligence, cooperate with the MGCB and provide such documentation and information as the MGCB requires for the issuance of the necessary licensure/exemption. Accordingly, Vendor shall not commence to provide or perform any goods and/or services to the Michigan Affiliate to the extent providing or performing such goods and/or services shall cause the Michigan Affiliate to receive aggregate goods and/or services, or value thereof, from Vendor in excess of the applicable threshold in a 12-month rolling period. Vendor specifically acknowledges that this $50,000.00 or $400,000.00 threshold, as applicable, does not apply at the time that Vendor bills Customer (or the Michigan Affiliate, applicable) for such goods
and/or services, but rather applies as of such time that the value of the goods and/or services provided to the Michigan Affiliate exceeds such applicable threshold.

(iv) Vendor further acknowledges and agrees that: (i) the threshold amounts set forth in subsection (iii) above are the amounts in effect as of the Start Date, (ii) the MGCB Requirements set forth in Section 7(c) are those in effect as of the Start Date, and (iii) Vendor is solely responsible for understanding, confirming, and complying with the applicable threshold amounts and MGCB Requirements prior to providing any goods and/or services as such items may vary from time-to-time.

(v) Notwithstanding anything to the contrary in the Purchase Agreement, Vendor shall not commence providing any goods and/or services to the Michigan Affiliate unless Vendor can do so in compliance with the MGCB Requirements and/or until such time as Vendor has obtained such licenses or exemptions as may be required by the MGCB to enable Vendor to provide goods and/or services. If Vendor is unable to obtain such license or exemption within one hundred and twenty (120) days of the Start Date, either party shall have the option to immediately terminate the Purchase Agreement by providing written notice of such election to the other party, and in connection therewith, the obligations of both parties with respect to the sale or purchase of the goods and/or services shall not be binding or enforceable.

d. **Indemnification**. Vendor agrees to indemnify and hold harmless Customer, the Affiliates, and Customer’s and the Affiliates direct or indirect affiliates, parents and subsidiaries, and each of the foregoing’s respective qualifiers, employees, officers, representatives, shareholders, members, owners, directors, managers, contractors, licensees, or agents (as well as each of the foregoing’s predecessors, successors, and assigns) (collectively, the “**Indemnitees**”) from and against any and all direct or indirect claims, actions, liabilities, losses, fines, costs, demands, damages (including, without limitation, incidental damages, consequential damages and lost profits) and expenses (including, without limitation, attorneys’ fees, experts’ fees and court costs) that may be made by anyone, including the Indemnitees, directly or indirectly arising out of or relating to Vendor’s or its subcontractor’s failure to comply with this Section 7. Vendor’s foregoing indemnity obligations shall survive expiration or termination of the Purchase Agreement with respect to indemnification obligations arising prior to such expiration or termination.

8. **CONFIDENTIALITY**.

a. Vendor shall preserve as confidential all, and shall not disclose any, proprietary or confidential information of Customer (including information of a third party pursuant to which Customer is under an obligation to maintain in confidence) that is designated in writing as being confidential or proprietary, is of such a nature that a reasonable person would have treated it as confidential or proprietary in nature, or is disclosed under circumstances that a reasonable person would treat the disclosure as confidential or proprietary in nature (the “**Confidential Information**”) that is disclosed to Vendor, whenever and however disclosed, or which Vendor may have access to as a result of the Purchase Agreement or which is obtained by Vendor virtue of the presence of employees or agents of Vendor (or its subcontractors) at Customer’s property. This confidentiality obligation shall apply to all Confidential Information of Customer whether in its original form or a derivative form, including work product delivered in connection with the Purchase Agreement, and whether provided before or after the Start Date. Vendor shall not take photographs of any portion of any work performed pursuant to the Purchase Agreement or duplicate any drawings or specifications without the prior approval of Customer. Notwithstanding the foregoing, Confidential Information does not include information disclosed by Customer that (i) has become public knowledge through legal means without fault by Vendor; (ii) is shown by written record that it was known to Vendor prior to Customer’s disclosure pursuant to the Purchase Agreement and not otherwise restricted by contract or law; or (iii) Vendor can demonstrate by documentary evidence became available to Vendor on a non-confidential basis from a third person or source not restricted by contract or law regarding such information.

b. Vendor shall use the Confidential Information solely to provide the Deliverables and for no other purposes whatsoever. Vendor shall use the same degree of care in safeguarding the Confidential Information as it uses for its own confidential or like information, but in no event less than reasonable care, and shall restrict disclosure of the Confidential Information to those of its employees and professional advisors who have a need to know the same in furtherance of providing the Deliverables and who are bound by obligations of non-disclosure and limited use at least as strict as those contained herein. Upon request by Customer, Vendor shall return all copies of any Confidential Information to Customer or destroy all copies of Confidential Information, and in either case, at Customer’s request, shall certify in writing its compliance with the terms of this provision. After such destruction or delivery, Vendor shall not retain any copies thereof or any such tangible property. Vendor is responsible for any breach of the confidentiality provisions of the Purchase Agreement by its employees or agents. Vendor expressly acknowledges that damages alone shall be an inadequate remedy for any breach or violation of the confidentiality provisions of the Purchase Agreement and in view of the difficulties of placing a monetary value on any such breach, Customer shall be entitled to a preliminary and final injunction to prevent any breach or further breach of the confidentiality provisions.
of the Purchase Agreement. This remedy is separate and apart from any other remedy Customer may have at law or in equity. In connection with the foregoing, Vendor shall not raise the defense of an adequate remedy at law.

   c. If Vendor is directed to disclose any Confidential Information pursuant to an order of a court or governmental agency (including any Gaming Commission), it shall first use reasonable efforts to provide Customer with advance notice to permit Customer to seek a protective order or otherwise restrict the disclosure of the Confidential Information. In the event of the foregoing, Vendor shall cooperate in good faith with Customer in its efforts to obtain such a protective order or take such other action, and provided further that if a protective order or other remedy is not obtained despite such efforts, Vendor will disclose only that portion of the Confidential Information that is legally required to be disclosed and will make reasonable efforts to obtain reliable assurance that confidential treatment will be afforded that Confidential Information.

   d. Notwithstanding the expiration or termination of the Purchase Agreement, Vendor’s obligations with respect to the Confidential Information that was disclosed during the term of the Purchase Agreement shall remain in effect until such time as the Confidential Information loses its status as Confidential Information.

   e. Vendor agrees that the terms and conditions set forth in the Purchase Agreement are confidential. Accordingly, Vendor shall not disclose the terms of the Purchase Agreement to any party (except to those of its employees and professional advisors who have a need to know the same in furtherance of providing the Deliverables) without Customer’s prior written consent.

9. INTELLECTUAL PROPERTY RIGHTS. To the extent that Vendor develops, improves upon or creates any derivative works using or related to Customer’s Confidential Information or otherwise in connection with providing the Deliverables, Vendor hereby assigns, and agrees to assign, to Customer all right, title and interest in and to any such developments, improvements or creations, including all patents, copyrights, trademarks, registrations and such other intellectual property rights therein, whether developed solely by Vendor or jointly by the parties. All such copyrightable works included in such shall be considered “works made for hire” as accorded to such definition of Title 17 of the United States Copyright Code. Vendor further agrees to execute all instruments or documents required or reasonably requested to perfect or record the right, title or interest of Customer and hereby irrevocably designates and appoints Customer and its duly authorized officers and agents, as Vendor’s agents and attorney in fact, coupled with an interest to do all other lawfully permitted acts to further the purposes set forth above in this Section. Vendor’s foregoing obligations shall survive expiration or termination of the Purchase Agreement with respect to obligations arising prior to such expiration or termination.

10. ASSIGNMENT; SUBCONTRACTING.

   a. The Purchase Agreement may not be assigned by Vendor without the prior written consent of Customer. Any merger by, reorganization by, or sale of all or substantially all of the assets or stock or equity interests of Vendor, or any direct or indirect change in control of the stock or equity interests of Vendor, shall be deemed to be an assignment. Customer may freely assign the Purchase Agreement to: (i) any direct or indirect parent, subsidiary, or Affiliate, or (ii) any entity that is approved by any Gaming Commission as a qualifier of Customer.

   b. Vendor acknowledges that Customer has selected Vendor on the basis of, and is relying on, Vendor’s expertise in providing the Deliverables. Accordingly, Vendor shall not use any subcontractor, consultant, agent, or other third party to provide the Deliverables without the prior written approval of Customer. Subject to the foregoing, if Vendor should use a subcontractor, consultant, agent, or other third party, Vendor shall be fully responsible for such party to the same extent as if the Deliverables were performed directly by Vendor and for ensuring that such party fully complies with all applicable Gaming Requirements, including any licensure requirements for such party or their respective employees.

   c. The assignment or subcontracting of any rights under the Purchase Agreement shall not relieve Vendor of primary liability for its obligations under the Purchase Agreement, and as between the parties, Vendor shall continue to be liable for all of its obligations under the Purchase Agreement as though no assignment or subcontracting had been made. Any consent by Customer to an assignment or subletting shall not constitute a consent to any subsequent assignment or subletting. Any consent by Customer to an assignment or subcontracting shall be conditioned on all requirements and obligations applicable to Vendor under the Purchase Agreement applying to the assignee or subcontractor.

11. INDEMNIFICATION. Vendor shall defend, hold harmless, and indemnify the Indemnitees from and against any and all direct or indirect claims, actions, liabilities, losses, fines, costs, demands, damages (including, without limitation, incidental damages, consequential damages and lost profits) and expenses (including, without limitation, attorneys’ fees, experts’ fees and court costs) that may be made by anyone, including the Indemnitees, directly or indirectly arising out of or relating to: (a) any actual or alleged infringement or misappropriation by the Deliverables of the intellectual property rights of any third party; (b) any actual or alleged injury to any person, damage to any property, or any other damage or loss, by whomsoever suffered, resulting or claimed to result in whole or in part from any actual or alleged defect in the Deliverables;
(c) any actual or alleged violation of any law, statute or ordinance or any judicial or governmental administrative order, rule or regulation relating to any Deliverables, or failure to comply with any industry standards; (d) any breach or alleged breach of any of Vendor’s obligations, agreements, representations or warranties under the Purchase Agreement; or (e) any act, activity or omission of Vendor or any of its affiliates, employees, subcontractors, representatives, agents, consultants or contractors. Vendor’s foregoing indemnity obligations shall survive expiration or termination of the Purchase Agreement with respect to indemnification obligations arising prior to such expiration or termination.

12. **FORCE MAJEURE.** Neither party shall be liable for any delay in performing or failing to perform its obligations hereunder to the extent that and for so long as the delay or failure results from an event beyond its reasonably foreseeable control such as war, riot, strikes, government action or acts of God, provided the same arises without fault or negligence of such party. The party affected by the event of force majeure shall promptly notify the other party in writing of the occurrence thereof and shall indicate the expected duration of such interruption and shall use all reasonable endeavours to mitigate the effect of the force majeure event in the best possible way. In the event that the force majeure event continues beyond a period of seven (7) days or if more than one force majeure event occurs within a six (6) month period, the other party shall have the right to terminate the Purchase Agreement by written notice, without having to pay any form of compensation.

13. **COMPLIANCE WITH LAWS.** Vendor is required to obtain and maintain all necessary permits and licenses and similar authorizations from governmental authorities required in order for Vendor to perform the Deliverables. Vendor shall give all notices required by and otherwise comply with all applicable laws, ordinances, rules, regulations, restrictions and/or orders of any public authority and/or governmental entity, including, but not limited to, any Gaming Commission.

14. **NOTICES.** All notices, requests, demands, and other communications that are required or permitted to be given under the Purchase Agreement shall be in writing and shall be deemed to have been duly given (a) upon receipt if delivered in person, (b) the third business day after mailing by first-class certified or registered mail, return receipt requested and postage prepaid, (c) the following business day after mailing by recognized overnight courier, with proof of delivery requested and charges prepaid, or (d) the same business day if sent by email prior to 4:00 pm ET (the following business day if sent after 4:00 pm ET) and proof of such email delivery can be reasonably established. Notices to Vendor shall be sent to the Vendor’s address set forth in the Purchase Order and/or the email address of Vendor’s agent to Customer. Notices to Customer shall be sent to 580 Monroe Avenue, Detroit, MI 48226, Attention: Chief Accounting Officer, with a required copy sent to 580 Monroe Avenue, Detroit, MI 48226, Attn: Legal Team (legalnotices@jackentertainment.com). A party’s mailing or email address may be changed by a party by sending written notice to the other party in accordance with this section.

15. **PUBLICITY; USE OF TRADEMARKS.** Without Customer’s prior written approval, Vendor shall not issue any public statements or promotional materials disclosing the existence of the Purchase Agreement or the delivery or performance of the Deliverables. Customer may issue such public statements or promotional materials concerning the existence of the Purchase Agreement or performance of the Deliverables. Without Customer’s prior written approval, Vendor shall not use Customer and its Affiliates’ trademarks, service marks, trade names, logos, or domain names.

16. **AUDIT.** Vendor shall keep and maintain complete and accurate books, records and accounts relating to the Purchase Agreement and shall retain the same for the five (5) year period following the termination or expiration of the Purchase Agreement. Within ten (10) days of Customer’s request, Vendor shall provide access to those books and records of Vendor that are reasonably necessary for Customer to confirm Vendor’s fulfillment and compliance with the Purchase Agreement. Vendor’s foregoing obligations shall survive expiration or termination of the Purchase Agreement with respect to obligation arising prior to such expiration or termination.

17. **LABOR DISPUTES.** Vendor shall give prompt notice to Customer of any actual or potential labor dispute which delays or may delay timely performance of the Purchase Agreement.

18. **NO EXCLUSIVITY.** Nothing within the Purchase Agreement is intended nor shall be construed as limiting Customer’s ability to procure the same or similar goods or services from any other party.

19. **MISCELLANEOUS.**

a. **Entire Agreement; Amendments.** The Purchase Agreement constitutes the entire agreement between Customer and the Vendor with respect to the Deliverables described therein, except that if another written agreement governing the purchase of such Deliverables has been executed between Customer and Vendor (“Existing Agreement”), the terms and conditions set forth in such Existing Agreement will prevail over these Terms and Conditions. To the extent there is a conflict between the provisions of these Terms and Conditions and any Purchase Order, the conflicting provision in the Purchase Order shall control. The terms and conditions on Vendor’s invoice, quotation, purchase order or other document will not be binding and will not supersede, supplement or modify the Purchase Agreement; any such terms and conditions are hereby expressly objected to and rejected. Customer may change these Terms and Conditions at any time by posting such on the applicable Customer website or by email, and such revised Terms and Conditions will supersede and replace the earlier Terms and Conditions.
Any provision of Services or delivery of Goods after such revision will be deemed to be acceptance by Vendor of the revised Terms and Conditions.

b. **Headings.** The headings in these Terms and Conditions are for ease of reference only and shall not affect the meaning or interpretation of these Terms and Conditions.

c. **Severability.** The parties desire and intend that all of the provisions of the Purchase Agreement be enforceable to the fullest extent permitted by law. If any provision of the Purchase Agreement or the application thereof to any person or circumstance is, to any extent, construed to be illegal, invalid or unenforceable, in whole or in part, then such provision shall be construed in a manner to permit its enforceability under applicable law to the fullest extent permitted by law. In any case, the remaining terms of the Purchase Agreement or the application thereof to any person or circumstance other than those which have been held illegal, invalid or unenforceable shall remain in full force and effect.

d. **Beneficiaries.** The Purchase Agreement, and the rights and obligations under it, shall be binding on and shall inure to the benefit of each party’s successors and permitted assigns. The Purchase Agreement is intended for the benefit of Customer and Vendor only and nothing contained herein shall be deemed to give any third-party any intended or incidental claim or right of action against either Customer or Vendor that does not otherwise exist without regard to the Purchase Agreement.

e. **Waiver of Contractual Right.** The failure of either party to enforce any provision of the Purchase Agreement shall not be construed as a waiver or limitation of the party’s right to subsequently enforce and compel strict compliance with every provision of the Purchase Agreement. To be effective, each waiver of any right must be in writing, must be signed by the party waiving its rights, and may be made subject to written conditions.

f. **Applicable Law.** The Purchase Agreement shall be governed by, and construed in accordance with, the laws of the state of Michigan, without giving effect to the conflict of law principles in Michigan. The parties irrevocably consent to the jurisdiction and venue of the appropriate courts in Wayne County, Michigan, or, if original jurisdiction can be established, in the United States District Court for the Eastern District of Michigan, Southern Division, as the forum for any such relief under the Purchase Agreement. The parties stipulate that the venue referenced in the Purchase Agreement is convenient.

g. **Waiver of Jury Trial.** Each party irrevocably and unconditionally waives any right it may have to a trial by jury for any court proceeding arising out of or relating to the Purchase Agreement or the transactions contemplated hereby for which a party may bring such a court proceeding.

h. **Attorney’s Fees.** The prevailing party in any dispute arising out of the Purchase Agreement shall be entitled to an award of costs and attorneys’ fees, including, but not limited to, in-house counsel fees which shall be calculated at market rate. For purposes of the Purchase Agreement, prevailing party shall be defined as the party for whom a court of competent jurisdiction renders judgment.

i. **Remedies Not Exclusive.** The remedies provided for in the Purchase Agreement are in all cases cumulative and not exclusive. In the event of a breach of the Purchase Agreement, the non-breaching party shall be entitled to all rights and remedies provided by the Purchase Agreement and by applicable law.

j. **Time is of the Essence.** Time is of the essence in Vendor’s performance of its obligations.

k. **Counterparts; Electronic Transmission.** Any Purchase Order or other document requiring signatures may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Vendor’s online acceptance of any or all portions of the Purchase Agreement will be deemed an execution for purposes of the preceding sentence. Vendor will not have the right to object to the manner (i.e., online acceptance, electronic signatures, fax, or scanned images of signature pages) in which the Purchase Agreement was executed as a defense to the enforcement of the Agreement. The Purchase Agreement shall be accepted, effective and binding, for all purposes, when the parties have signed and transmitted to each other, by facsimile or e-mail, copies of the signature pages hereto.

[END OF PURCHASE ORDER TERMS AND CONDITIONS]