



## MASTER PURCHASE AGREEMENT

1. **Agreement:** This MASTER PURCHASE AGREEMENT (this "Agreement") shall govern all purchase orders (each an "Order") issued by and between Buyer and Seller. To the extent that any term or provision of any Order conflicts with this Agreement, this Agreement shall supersede and control, unless the specific conflicting term on the Order is explicitly identified as overriding a specific term contained herein and the overriding term is acknowledged by the signatures or initials of both parties.
2. **Offer & Acceptance of Orders:** Each Order shall be considered an offer by Buyer to Seller for the purchase of goods and/or services offered by Seller. An Order shall become a binding contract between Buyer and Seller when accepted, with such acceptance occurring (a) when the Order is acknowledged in writing by Seller, or (b) upon Seller's delivery of goods or performance of services as set forth in the Order. Acceptance of an Order is expressly limited to and conditional upon Seller's acceptance of this Agreement and any terms and conditions set forth in the Order. No Order shall constitute an acceptance of any prior offer or proposal by Seller, and any reference in any Order to any such prior offer or proposal (including any quotation issued by Seller whether such quotation purports to contain Seller's terms of sale, if any) shall not affect this Agreement or the terms and conditions set forth in the applicable Order and is solely to incorporate the description or specifications of the goods and/or services contained in such offer or proposal, but only to the extent that such description or specifications are not directly in conflict with the description and specifications contained in the Order.
3. **Invoice & Payment:** Seller shall render a separate invoice for each payment associated with an Order, including any deposit. All invoices from Seller to Buyer shall include, at a minimum: (a) the applicable Order Number; (b) a description of and the quantity (where applicable) of each good and/or service to be provided by Seller; (c) any applicable taxes, levies, or fees; and (d) the date of the shipment. Unless otherwise specified on the applicable Order in the manner described in Paragraph 1 of this Agreement, Buyer shall pay all Seller invoices within ninety (90) days of receipt of the invoice by Buyer. Buyer shall have no obligation to pay for any goods or services until a correct invoice for the goods or services item is received at the "Bill To" address shown on the face of the applicable Order. Payment terms commence upon receipt of a correct invoice.
4. **Pricing & Price Warranty:** Seller warrants that the prices for the goods and services are not less favorable than those currently extended to any other customer for the same or similar articles in similar quantities. In the event Seller reduces its price for such article or extends more favorable pricing to any other customer during the performance of any Order, Seller agrees to reduce the prices of goods and/or services on the Order correspondingly. Seller warrants that prices shown on each Order shall be complete, and no additional charges of any type shall be added without Buyer's express written consent. Such additional charges include, but are not limited to, shipping, packaging, labeling, custom duties, taxes, storage, insurance, boxing, and crating.
5. **Complete Agreement:** This Agreement, and any documents referred to on the face hereof and thereby incorporated herein, including without limitation each Order, constitute the complete, exclusive and final agreement between Buyer and Seller and shall supersede all proposals or prior agreements between the parties, whether oral or written. If Seller provides Buyer any document or order form that contains terms contrary or inconsistent with those set forth herein, the provisions of this Agreement shall control and prevail. An Order may not be varied, modified, changed or supplemented in any way, unless the change is incorporated into a written change order signed by an authorized representative of each party.
6. **Inspection & Rejection:** Notwithstanding payment or prior inspection, all goods shall be subject to inspection and approval by Buyer within fifteen (15) days after delivery. Buyer is under no obligation to accept or pay for damaged or defective goods or goods or services that do not otherwise comply with the requirements of the applicable Order ("Nonconforming Deliverables"). Seller shall bear all risks with respect to the goods and services until the goods have been delivered, the services have been commenced, and each, as appropriate, has been accepted by Buyer. Buyer may, at its sole option, elect to (a) return, at Seller's expense and risk for all damages incidental to the rejection, for full credit, all or any part of the Nonconforming Deliverables and such action shall not constitute or result in a waiver of any of Buyer's rights or remedies against Seller as set forth in Paragraph 8 for breach of warranty, or (b) provide Seller with the opportunity to replace, repair, or correct defects of Nonconforming Deliverables, in which case, Seller shall do so promptly and without expense to Buyer.
7. **Substitutions:** No substitutions for the goods and/or services shall be allowed unless expressly permitted by Buyer.
8. **Warranty:**
  - (a) Seller warrants that it has the full power and authority to enter into each Order and to perform its obligations thereunder, and that this Agreement and each Order, when accepted as described in Paragraph 2, constitute the valid and binding obligation of Seller, enforceable against Seller in accordance with its terms.
  - (b) Seller warrants that it has good and marketable



title to all goods sold and that goods shall be delivered free from any security interests, liens, and encumbrances.

- (c) Seller expressly warrants that all goods will in all respects conform to applicable specifications, drawings, samples and/or other descriptions and be of good quality, material, workmanship and free of defects.
- (d) Seller expressly warrants that all services and labor supplied will be performed in a good and workmanlike manner, consistent with all industry standards.
- (e) Seller warrants that goods shall be merchantable and fit for the particular purpose to which Buyer intends to put them.
- (f) Seller warrants that the sale or use of goods of Seller's design or patents covered by each Order either alone, or in combination with other materials, will not infringe or contribute to the infringement of any patents or trademarks or copyrights.

These warranties shall be in addition to any express warranties made by Seller, any implied warranties made, any warranties deemed made pursuant to any federal or state law, and shall survive any inspection, delivery, and acceptance of payment. Inspection, test, acceptance, or use of the goods or services shall not affect Seller's obligation under any warranty herein, and such warranties shall survive inspection, test, acceptance, and use. Seller's warranty shall run to Buyer, its successors, assigns, customers, and users of products sold by Buyer.

9. **Packing:** Seller shall arrange for shipment in accordance with Buyer's instructions, which may be given orally or in writing. Each package shall contain an itemized packing slip with the applicable Order Number and be properly prepared for shipment so as to meet carrier's requirements unless otherwise specified in the Order. If, in order to comply with Buyer's required delivery date, it becomes necessary for Seller to ship by a more expensive means than specified in the Order, any increased transportation, shipping, or delivery costs resulting therefrom shall be paid for by Seller, unless the necessity for such rerouting or expedited handling has been caused by Buyer.

10. **Delivery:** Time is of the essence with all Orders. Seller shall deliver all goods and complete all services specified on an Order on or before the delivery or completion date specified on the Order (the "Delivery Date"). If Seller is unable for any reason whatsoever to deliver the goods or complete the services on or before the Delivery Date, it shall so notify Buyer within seven (7) days of its receipt of the Order and propose an alternative Delivery Date (the "Alternative Delivery Date"). Buyer shall promptly notify Seller whether the Alternative Delivery Date, in Buyer's sole and absolute discretion, is acceptable. If the

Alternative Delivery Date is acceptable, Buyer may either (i) promptly revise and re-send the Order with the Alternative Delivery Date or (ii) send Seller written confirmation of its acceptance of the Alternative Delivery Date, in which case the Order shall be deemed amended to substitute the Alternative Delivery Date for the Delivery Date. If, in Buyer's reasonable judgment, Seller fails to deliver or will fail to deliver all or any part of the goods or perform all or any part of the services by the Delivery Date or any Alternative Delivery Date, or if Buyer notifies Seller that a proposed Alternative Delivery Date is not acceptable, Buyer has the right to cancel, recall, or re-negotiate the entire Order or any undelivered part of the Order without any obligation to Buyer. Shipments received substantially earlier than the Delivery Date may result in refusal at Buyer's sole discretion, and Seller will assume the costs of any such refusal. Buyer will not accept any partial shipments without prior approval.

11. **Access and Security:** Where access to any Bally IT Systems is required for the provision or performance of the Goods and/or Services, the Seller must: (i) comply with all Bally policies and standards for access and security provided by Bally from time to time and all instructions of Bally; (ii) act in a responsible manner and comply with Good Industry Practice in relation to security of premises, facilities, systems and data; (iii) not damage, manipulate, disrupt, disable, modify, or impair any device, software system or network connected to or used in relation to the Bally IT System, or assist any other person to do any of these things; (iv) ensure that no Viruses or Vulnerabilities or similar programming effects are introduced into the Bally IT Systems; (v) conduct an appropriate background check of all of its Personnel who may have access to any Bally IT System (before such person has any access); (vi) limit any use of Bally IT Systems to no more than as is reasonably necessary to perform its obligations under this Agreement and (vii) ensure that neither it, nor its Personnel, interrupts the operation of the Bally IT Systems (or otherwise the business operations of Bally), unless and to the extent such interruption is necessary for the provision or performance of the Services and Bally has agreed to such interruption in advance in writing. Where access to an area owned, occupied or operated by Bally (or its Affiliates) is required to provide the Goods and/or Services, the Seller must: (i) only access the area during normal working hours for the purposes approved in advance by Bally; and (ii) comply with all Bally requirements for access, health and safety and security notified by Bally from time to time and all reasonable directions of Bally. The Seller must immediately notify Bally on becoming aware of any actual or suspected breach of this Paragraph 11.

12. **Compliance with Law:**

- (a) The performance of any Order by Seller shall be subject in all respects to and in compliance with all applicable federal, state and local laws,



regulations and orders which now govern or may hereafter govern the manufacture, sale or delivery of the goods covered or services provided pursuant to such Order. Seller warrants that they have obtained or will obtain all licenses, permits and similar approvals required to manufacture, sell, deliver and, if applicable, install the goods and perform the services covered under the Order. Seller shall furnish a copy of such licenses, permits, etc. to Buyer's Compliance Department. Seller shall also comply with all safety rules and regulations prescribed by Buyer for any of Buyer's premises at which goods will be delivered or services performed, and certifies to Buyer that Seller's facilities and procedures comply with all applicable occupational, safety and health, and right-to-know rules and regulations, and Seller's employees are properly trained as required by applicable law. Seller is solely responsible for determining the extent of any hazard involved in delivering the goods or performing the services and for providing its employees and agents with a safe place to work and pertinent safety information and equipment.

- (b) Seller acknowledges that Buyer and its parent companies, subsidiaries, managers, and/or affiliates, are businesses that are subject to and exist because of privileged licenses issued by certain governmental authorities, including but not limited to the regulatory gaming authority in the jurisdiction in which Buyer's premises are located, the requirements for which licenses are maintained and monitored by Buyer's Compliance Department (the "Compliance Department"). Seller acknowledges that Seller and all Orders, as a condition precedent and a continuing condition to the effectiveness of such Orders, are subject to the approval of the Compliance Department. Seller and its Affiliates shall cooperate with all requests for information, documentation, and assurances by the Compliance Department, prior to, during, and for a reasonable period following the term of any Order. In the event Seller shall fail to promptly comply, or cause compliance, with the foregoing obligation, or in the event Seller or any Order are at any time disapproved by the Compliance Department, that Order shall immediately terminate without further liability.
- (c) To the extent that the Seller processes any Personal Information relating to the Bally Group (or its personnel, customers or other third parties), the Seller must enter into (and comply with) Bally's required form of data processing agreement (and must, at all times, comply with its obligations under the applicable Data Protection Legislation). Data Protection Legislation means all laws, regulations, legislative and regulatory requirements, and codes of practice application to the protection and

processing of Personal Information and privacy. Person Information means "Personal Information" or "Personal Data" as defined by applicable Data Protection Legislation that is made available to the Seller.

- (d) Notwithstanding anything to the contrary in this Agreement or any Order, Buyer shall have the sole and exclusive right to terminate any Order by written notice to Seller, upon the occurrence of any of the following events: (i) either party's failure to timely apply for, obtain, or maintain any and all licenses, permits, and approvals from any governmental authority necessary to perform under an Order and comply with applicable laws; or (ii) an order or recommendation by any governmental authority requiring or recommending the termination of an Order.

13. **Indemnity:** Seller shall defend, protect, indemnify and hold harmless Buyer, its parent, subsidiaries and affiliated entities, and their respective officers, directors, employees, agents, underwriters, insurers, lenders involved with the project, successors and assigns (collectively "Buyer Group") from and against any and all claims, demands and causes of action of any kind, including damages arising from personal injury or death and damage to real or personal property, and costs and expenses including attorney fees and costs of investigation and suit, arising directly or indirectly or resulting in any way from any of the following:

- (a) Any defect or alleged defect in the design, material, or workmanship of the goods or services, or from any act or omission of Seller, its agents, employees, contractors, or subcontractors;
- (b) Any actual or alleged breach by Seller of any of the warranties, representations, or other obligations set forth in this Agreement or in any Order;
- (c) Any injury to person or property occurring during the installation of any work or the performance of any services rendered or arising out of the use or consumption of goods;
- (d) Any actual or alleged infringement of any patent, trademark, trade secret, publicity right, privacy right, copyright, or any other intellectual property, or any rights of any third party, as well as for any alleged unfair competition resulting from similarity in design, trademark, or appearance of goods or services;
- (e) Any recalls of goods, whether voluntary or involuntary; or
- (f) Any actions taken to comply with all laws, regulations, rules, guidelines, ordinances, and standards governing the business of Buyer.



Seller shall defend, protect, indemnify and hold harmless the Buyer Group notwithstanding the simple, gross, sole, joint or concurrent negligence of the Buyer Group and regardless of whether liability is due to strict liability, liability imposed by statute, defects in premises or equipment, or any other event or condition, regardless of whether it preexisted any Order. Buyer may be represented by and actively participate through its own counsel in any such claim if it so desires, and the costs of such representation shall be paid by Seller. Seller will also pay any damages finally awarded against Buyer or any of its affiliates as a result of such claim. This Paragraph shall be in addition to the warranty obligations of Seller as set forth herein and shall survive the termination of any Order.

14. **Insurance:** No performance under any Order shall begin until all required insurance referred to herein has been obtained by Seller, and evidence thereof provided to Buyer. Seller shall secure, pay for and maintain the following insurance policies in full force and effect during the term of the agreement:

- (a) Commercial general liability insurance, including but not limited to broad form contractual liability, personal injury liability, advertising liability, and products/completed operations liability coverage with minimum limits of liability of \$1,000,000 each occurrence and \$2,000,000 general aggregate.
- (b) If Seller is accessing Buyer's premises with a vehicle, automobile liability insurance in the amount of \$1,000,000 combined single limit for bodily injury/property damage per accident. Such automobile coverage shall cover owned, hired, and non-owned automobiles. Seller further represents and agrees that all vehicles entering the Buyer's property will have minimum insurance coverage required under applicable law, and all drivers will have a valid driver's license.
- (c) If Seller is employing any personnel to facilitate the sale and delivery of goods or services, (i) workers' compensation insurance (or the equivalent thereof) as required by law, covering all of employees, subcontractors, and other personnel under the control, direction, or authority of Seller, whether directly or indirectly, and (ii) employer's liability insurance in an amount not less than \$500,000 per accident/disease, per employee.

The liability policies shall be endorsed to name Buyer, its parent, subsidiaries and affiliated entities, and their respective partners, officers, directors, employees, agents, representative, and its respective successors and assigns as additional insured (the "Additional Insureds") and waiving all rights of subrogation. Further, coverage for the Additional Insured shall apply on a primary basis, regardless of any other

insurance, whether collectible or not. All policies noted above shall be written with insurance companies licensed to do business in the state where the Buyer's premises are located. All policies shall be endorsed to provide that in the event of cancellation, nonrenewal or material modification, Buyer shall receive thirty (30) days' written notice. Seller shall furnish Buyer with certificates of insurance evidencing compliance with all insurance provisions noted herein prior to any services being performed, and shall provide Buyer with a certified copy of the above policies if so requested. All such insurance shall insure performance by Seller of the indemnity provisions set forth herein but does not limit Seller's obligation to indemnify.

15. **Limitation of Liability:** BUYER SHALL NOT, UNDER ANY CIRCUMSTANCES EXCEPT FOR WILLFUL MISCONDUCT, BE LIABLE TO SELLER FOR ANY CONSEQUENTIAL, PUNITIVE, EXEMPLARY, INCIDENTAL, INDIRECT, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY LOSS OF PROFIT, OR LOSS OF BUSINESS OR ANTICIPATORY PROFITS, EVEN IF BUYER HAS BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING WITHOUT LIMITATION TO BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION, AND OTHER TORTS, THOUGH THE FOREGOING SHALL NOT BE CONSTRUED TO LIMIT SELLER'S INSURANCE AND INDEMNIFICATION OBLIGATIONS UNDER PARAGRAPHS 13 AND 14 OR AS OTHERWISE PROVIDED IN THIS AGREEMENT. Buyer's liability on any claim of any kind for any loss or damage arising out of or in connection with or resulting from this Agreement or any Order or from the performance or breach thereof shall in no case exceed the price allocable to the goods or services or unit thereof that gives rise to the claim. Any action resulting from any breach on the part of Buyer as to the goods or services delivered hereunder must be commenced within one year after the cause of action has accrued.

16. **Termination for Cause:** If Seller fails to comply with any material provision(s) of this Agreement and/or any Order, and such failure is deemed significant by Buyer in the exercise of its judgment, Buyer shall have the right to terminate this Agreement and further performance of such Order by Seller upon written notice to Seller. Buyer may also terminate this Agreement and/or any Order issued hereunder in the event Seller becomes insolvent, files a voluntary petition in bankruptcy, makes an assignment for the benefit of creditors, or in the event of the filing of an involuntary petition to have Seller declared bankrupt or the appointment of a receiver or trustee for Seller. Late deliveries, deliveries of products which are defective, or which do not conform to the descriptions or specifications





set forth in a corresponding Order, and failure to provide Buyer, upon request, with reasonable assurances of future performance, shall all be causes allowing Buyer to terminate this Agreement, that Order and/or any outstanding Orders for cause. In the event of termination for cause under this Paragraph, Buyer shall not be liable to Seller for any amount, and Seller shall be liable to Buyer for any and all damages sustained by reason of the default that gave rise to the termination.

17. **No Assignment:** Seller shall not assign this Agreement or any Order without the prior written consent of Buyer, which consent shall not be unreasonably withheld or delayed.

18. **Governing Law:** This Agreement and each Order issued hereunder shall be governed in accordance with the laws of the state where Buyer's premises are located, without giving effect to its conflicts of law rules. The parties submit to the exclusive jurisdiction and venue of the state and federal courts in such state. The enumeration of certain rights does not exclude others which may be given by law.

19. **Equal Employment Opportunity:** Incorporated into this Agreement are the provisions of Executive Order 11246 (as amended) and the rules and regulations issued pursuant thereto with which Seller represents that Seller will comply, unless exempt.

20. **Wages and Hours:** Seller warrants that in the performance of this Agreement or any Order issued hereunder Seller has complied with all of the provisions of the Fair Labor Standards Act of 1938 of the United States, as amended.

21. **License:** If any software is necessary to operate the goods, Seller hereby grants to Buyer, and Buyer hereby accepts from Seller, a perpetual, irrevocable, royalty-free (such royalty deemed included in the price of the goods) and transferable worldwide license to use such software and any accompanying manuals, including the right to sublicense to others in connection with providing the goods to Buyer or its customers, under any patents, trademarks, or copyrights held by or licensed to Seller.. Seller shall provide Buyer with any updates, changes or modification to such software and accompanying manuals at no additional charge than what, if any, is reflected on the applicable Order. Seller warrants that the Seller has the right, title and authority to license any such software and that such software does not infringe on any other part, copyright, patent, trade secret or other intellectual property rights.

22. **Independent Contractor:** Seller is an independent contractor with respect to all goods and services and neither Seller nor anyone employed by Seller shall be deemed for any purpose to be an employee, agent, or representative of Buyer for performance of any work or service under any

Order. Seller shall have full control of the work and installation services, including the duty to supervise all workers and comply with all the laws and regulations concerning their work.

23. **Transportation Charges:** Freight or express charges must be prepaid by Seller when price is F.O.B. destination. Seller must pay transportation charges to and from destination on rejected goods.

24. **Taxes:** Seller shall pay all governmental taxes, excises, and/or any other charges (except taxes on or measured by net income) that Buyer may be required to pay with respect to production, sale of, transportation of any goods delivered hereunder, except if and as so noted on the applicable Order.

25. **Services in Facility:** In the event Seller performs any work or services for Buyer in its facility, Seller shall only allow employees who have reached the legal age to be present within the facility.

26. **Confidentiality; Advertising:** The terms and existence of this Agreement, including any Order issued hereunder and everything supplied in connection with it by Buyer, shall be held in confidence by Seller. Seller shall not publicly announce or disclose this Agreement, including any Order issued hereunder, or its contents without Buyer's prior written consent. Seller shall not use Buyer's name in any way, including without limitation a general or sample listing of Seller's customers, without Buyer's prior written consent. Seller shall only use the confidential information of Bally's in connection with and to the extent necessary for the purposes of this Agreement; (ii) not disclose such confidential information to any person except with the prior written consent of Bally's, and (iii) keep such confidential information secret and securely protected against theft or unauthorized access (and, in any event, protect such confidential information to at least the same standard as it applies to its own confidential information). Any violation of this paragraph shall be deemed a material breach.

27. **Force Majeure:** Neither party shall be liable for failure to perform under this Agreement or any Order due to an act of God, weather, disasters such as floods, earthquakes, hurricanes, epidemics, or pandemics, government action or prohibitive governmental regulation, national or state emergency orders, quarantines, riot, war, strike, labor disturbance, civil disorder, terrorism, vandalism, or other cause beyond that party's reasonable control.

28. **Risk of Loss:** Risk of loss or damage to goods covered by any Order shall remain with Seller until Buyer receives, inspects, and provides written acceptance of the goods.



29. **Title:** Title to goods covered by any Order shall pass to Buyer Freight on Board (FOB) Point of Shipping, unless specifically provided for otherwise.

30. **Notice:** Except as otherwise expressly stated in this Agreement or any Order, any notice given or other communication sent under this Agreement shall be in writing and shall be properly delivered to its addressee by hand, prepaid courier, registered or certified mail at the applicable address noted on this Agreement or any applicable Order. Any notice or communication given as provided herein shall be deemed to have been received at the time of its delivery if delivered by hand, on the business day following its dispatch if transmitted by courier, or on the third business day following its mailing if sent by registered or certified mail. Either party may notify the other party, in the manner provided for herein, of any change of applicable address for the purpose of giving notices or sending communications under this Agreement.

31. **General:** The invalidity of any provision of this Agreement, as determined by a court or governmental body of appropriate jurisdiction, shall not impair the validity of any other provisions. No waiver by Buyer of any breach of any term, covenant or condition contained herein shall be deemed a waiver of the same, or any subsequent breach of the same, or any other term, covenant or condition. No term, covenant or condition of this Agreement shall be deemed waived by Buyer unless waived in writing and signed by the duly authorized officer of Buyer.

