

Incredible Technologies

New York Lottery VLT Request for Proposal: Volumes 1 and 2



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Required Acknowledgements - RFP Informational Content

Incredible Technologies, Inc. (IT) IT has read, understands, acknowledges, accepts and agrees to comply with the informational content of the RFP.

PART 1 – GENERAL INFORMATION

- **Section 1.1 A-B.** IT has read, understands, acknowledges, accepts and agrees to comply.
- **Section 1.2.** IT has read, understands, acknowledges, accepts and agrees to comply.
- **Section 1.3.** IT has read, understands, acknowledges, accepts and agrees to comply.
- Section 1.4 A-C. IT has read, understands, acknowledges, accepts and agrees to comply.
- **Section 1.6.** IT has read, understands, acknowledges, accepts and agrees to comply.
- **Section 1.8.** IT has read, understands, acknowledges, accepts and agrees to comply.
- **Section 1.9.** IT has read, understands, acknowledges, accepts and agrees to comply.
- Section 1.10. IT has read, understands, acknowledges, accepts and agrees to comply.
- Section 1.12. IT has read, understands, acknowledges, accepts and agrees to comply.
- **Section 1.15.** IT has read, understands, acknowledges, accepts and agrees to comply.
- **Section 1.16.** IT has read, understands, acknowledges, accepts and agrees to comply.
- **Section 1.17.** IT has read, understands, acknowledges, accepts and agrees to comply.
- Section 1.21. IT has read, understands, acknowledges, accepts and agrees to comply.
- Section 1.22. IT has read, understands, acknowledges, accepts and agrees to comply.
- **Section 1.29.** IT has read, understands, acknowledges, accepts and agrees to comply.

PART 2 – PROVISIONS

- **Section 2.1.** IT has read, understands, acknowledges, accepts and agrees to comply.
- **Section 2.3.** IT has read, understands, acknowledges, accepts and agrees to comply.



Section 2.4. IT has read, understands, acknowledges, accepts and agrees to comply.

Section 2.7. IT has read, understands, acknowledges, accepts and agrees to comply.

Section 2.8. IT has read, understands, acknowledges, accepts and agrees to comply.

Section 2.9. IT has read, understands, acknowledges, accepts and agrees to comply.

Section 2.10. IT has read, understands, acknowledges, accepts and agrees to comply.

Section 2.17 A-G. IT has read, understands, acknowledges, accepts and agrees to comply.

Section 2.23 A-D. IT has read, understands, acknowledges, accepts and agrees to comply.

Section 2.25 A-F. IT has read, understands, acknowledges, accepts and agrees to comply.

Section 2.33. IT has read, understands, acknowledges, accepts and agrees to comply.

Section 2.34. IT has read, understands, acknowledges, accepts and agrees to comply.

Section 2.35. IT has read, understands, acknowledges, accepts and agrees to comply.

PART 3 – SCOPE OF WORK

Section 3.0. IT has read, understands, acknowledges, accepts and agrees to comply.

Section 3.2 A-B. IT has read, understands, acknowledges, accepts and agrees to comply.

PART 4 – PROPOSAL RESPONSE

Section 4.3. IT has read, understands, acknowledges, accepts and agrees to comply.

PART 5 – EVALUATION AND SELECTION

Section 5.2. IT has read, understands, acknowledges, accepts and agrees to comply.

Section 5.5. IT has read, understands, acknowledges, accepts and agrees to comply.



Section 4.3 A. 1. Volume 1 - Applicant Information



Executive Summary – Volume 1

Incredible Technologies, Inc. (IT) specializes in the design, development and manufacturing of entertainment products for the on-premise amusement and casino gaming industries. IT products are fueled by innovation and driven by the Return on Investment (ROI) of game operators worldwide.

The company was founded in 1985 by Elaine Hodgson and Richard Ditton and has focused since on fostering an environment of innovation in the arcade, amusement and casino gaming industries. IT is most widely known as the creators of the most successful pay-to-play amusement game in history, Golden Tee®

The company is headquartered in the Chicago suburb of Vernon Hills, Illinois with a second office in Las Vegas, Nevada which serves as an R&D studio and showroom. The IT team is over 250 employees strong, comprised of skilled and talented game designers, programmers, artists, animators, sound engineers, service technicians, account executives, customer service, marketing and production personnel. The company culture is one of trust in its people which leads to personal passion and ownership in our staff's projects and responsibilities.

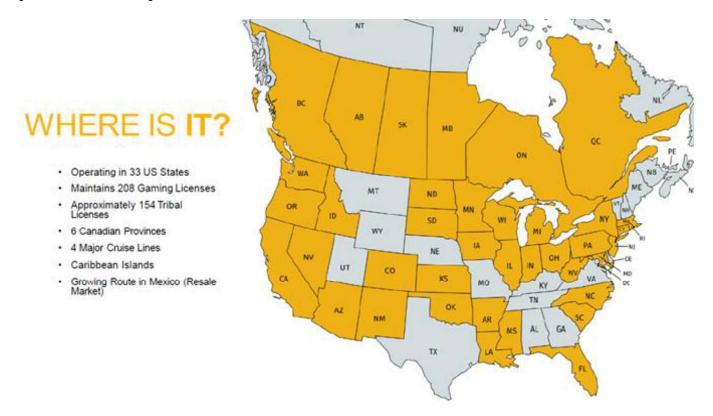
IT has a proven track record to product innovation in both hardware and software, and strong performance in the field is a direct result of IT's large reinvestment in research and development, which is roughly 20-25% of the overall operating budget. The company has learned over the years that placing a priority on new technologies and investing in creative solutions to challenging problems sets us apart as a dynamic, forward-thinking company.

In 2008, IT entered the casino gaming industry with an expectation to approach the business from a different perspective - as gamers. One of the first titles the company introduced, Crazy Money[®], continues to be one of the most popular games in the industry. IT pioneered the easy-to-understand gameplay of AnglePayTM line wins and the outstanding animation and artwork that have become hallmarks of IT casino games.

Over the past 13 years, IT has successfully implemented industry standard communication protocols such as SAS (Slot Accounting System) into our gaming platforms. IT has also been tested to and certified by Gaming Laboratories International (GLI) and BMM Testlabs with all applicable online accounting systems currently operating in commercial and tribal markets in the U.S. and multiple international gaming markets. IT has also been successfully tested and certified against Central Determined and/or Central Monitored systems from Scientific Games (AEIGS), Intralot and IGT/GTECH and provides video lottery and system-based gaming products to Ohio, Illinois, Kansas, New Mexico, Maryland, Rhode Island and West Virginia.



IT meets the minimum qualification requirements provided in Part 1, Section 1.5, as provided in the map below.



In 2019, IT successfully entered the Class II Central Determinate Gaming market. Now, IT is ready to take another bold step forward into the New York State Video Lottery Terminals (VLTs) market by relying on our technical experience and expertise from the protocol implementation and successful entry into the aforementioned Central Monitored and Central Determinate Gaming markets.

IT seeks to become a Qualified VLT Supplier for the New York State Gaming Commission. As a Lot 2 supplier, IT is confident it will successfully integrate with the Everi Video Lottery Interface Protocol rev 2.18 and also provide the gaming content, service and support necessary to richly enhance both the players gaming experience and customer profitability.



A.1.a. BIDDER BACKGROUND INFORMATION

(1) Name and address of business entity making the Proposal

Incredible Technologies, Inc. 200 Corporate Woods Parkway Vernon Hills, IL 60061

(2) Type of business entity (e.g., corporation, partnership, etc.)

Corporation

(3) Place of incorporation, if applicable;

Illinois

(4) Name and location of major offices, plants, and other facilities that relate to the Bidder's performance under the terms of this RFP

Incredible Technologies, Inc. – Headquarters 200 Corporate Woods Parkway Vernon Hills, IL 60061

Incredible Technologies, Inc. – Las Vegas Satellite Office 350 S. Rampart Boulevard, Suite 350 Las Vegas, NV 89145

Incredible Technologies, Inc. – Lincolnshire Satellite Office One Overlook Point, Suite 360 Lincolnshire, IL 60069

(5) Name, address, and function of any and all subcontractors, associated companies, or consultants to be involved in any phase of this project

None

(6) Name, address, telephone number, and e-mail address of Bidder's representative to contact regarding all contractual matters concerning this Proposal

James Doré, COO 200 Corporate Woods Parkway Vernon Hills, IL 60061 847-870-7027, ext. 174 JDore@itsgames.com





(7) Name, address, telephone number and e-mail address of Bidder's representative authorized to bind the organization to the terms and conditions of this Proposal

James Doré, COO 200 Corporate Woods Parkway Vernon Hills, IL 60061 847-870-7027, ext. 174 JDore@itsgames.com

(8) Name, address, telephone number and e-mail address of Bidder's representative to contact regarding arrangements for site visits or demonstrations, if required

James Doré, COO 200 Corporate Woods Parkway Vernon Hills, IL 60061 847-870-7027, ext. 174 JDore@itsgames.com

(9) Bidder's Federal Employer Identification Number





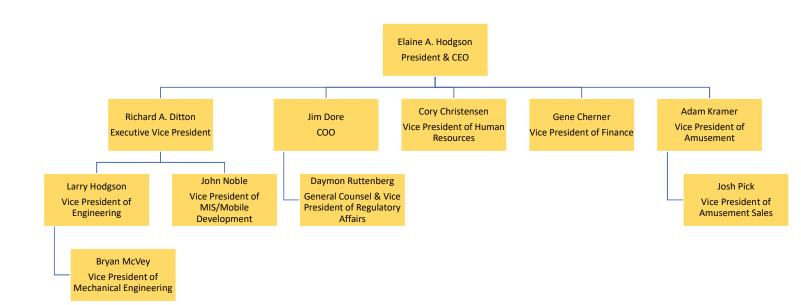
(10) Bidder's organizational chart by staff title

Incredible Technologies

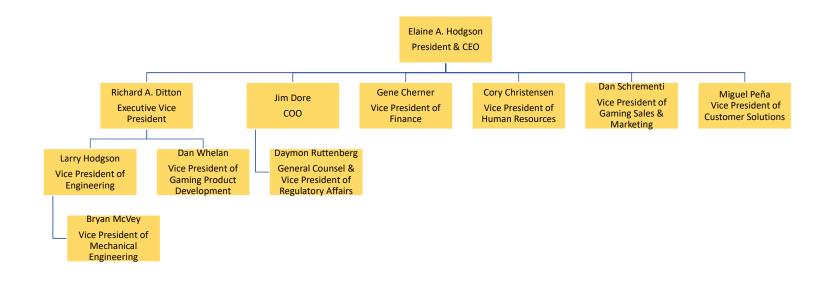


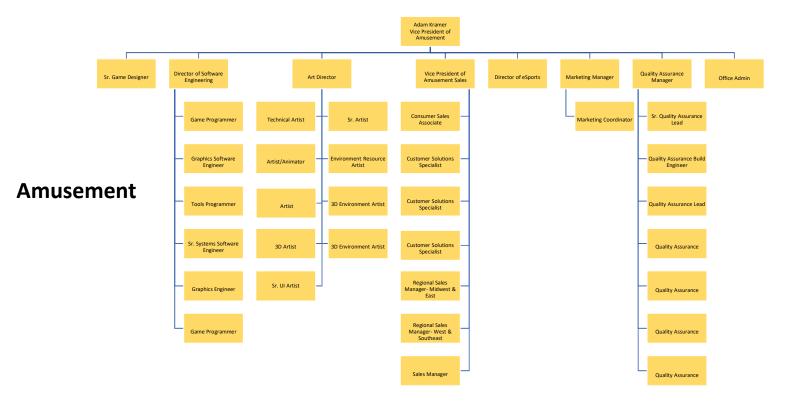
Org. Chart 2021

Advisory Amusement



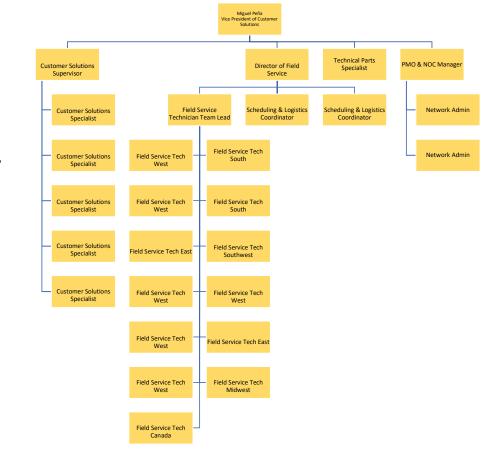
Advisory Gaming



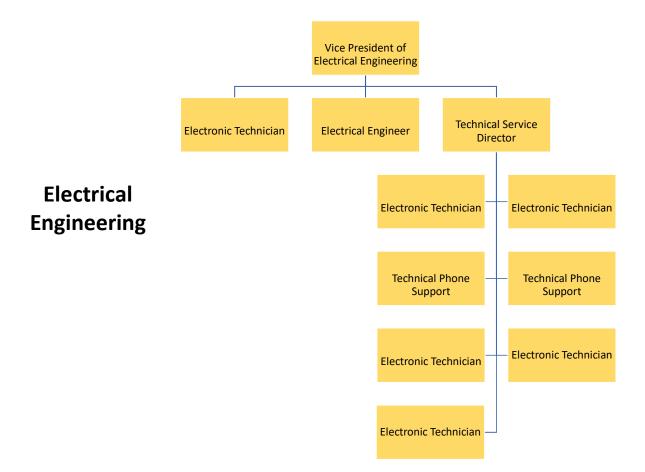


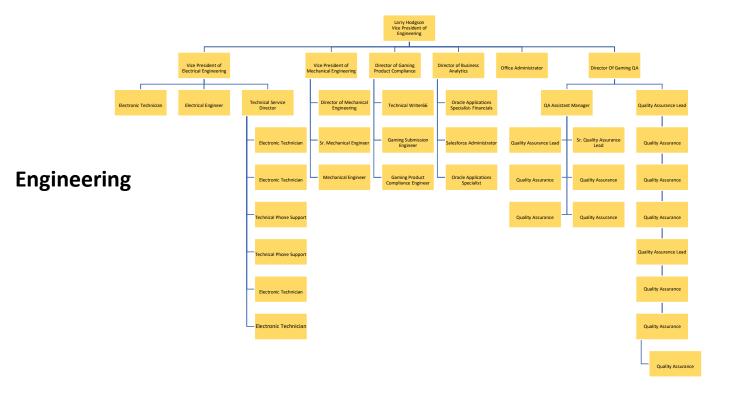


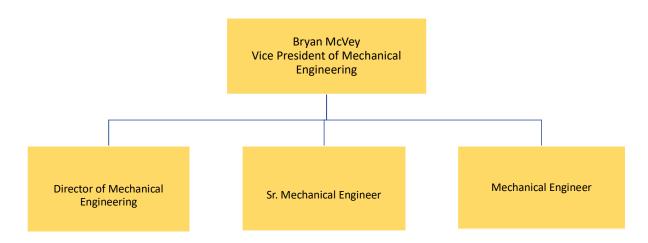
Amusement Sales



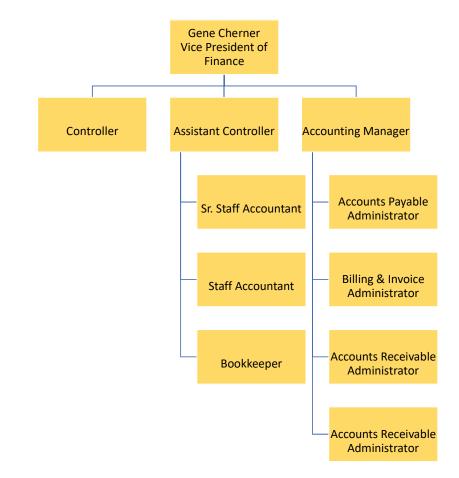
Customer Solutions



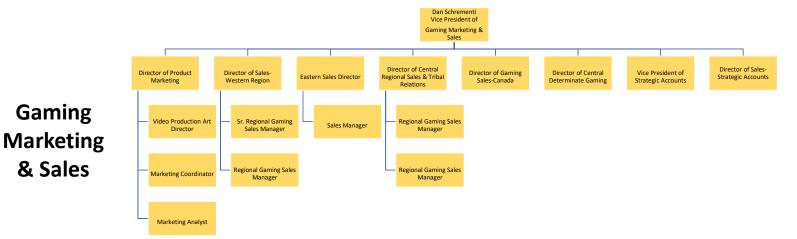




Mechanical Engineering



Finance

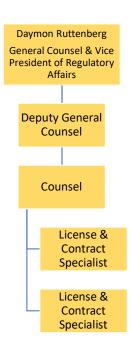


Cory Christensen
Vice President of Human Resources

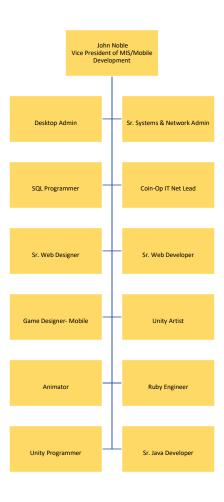
Human
Resources

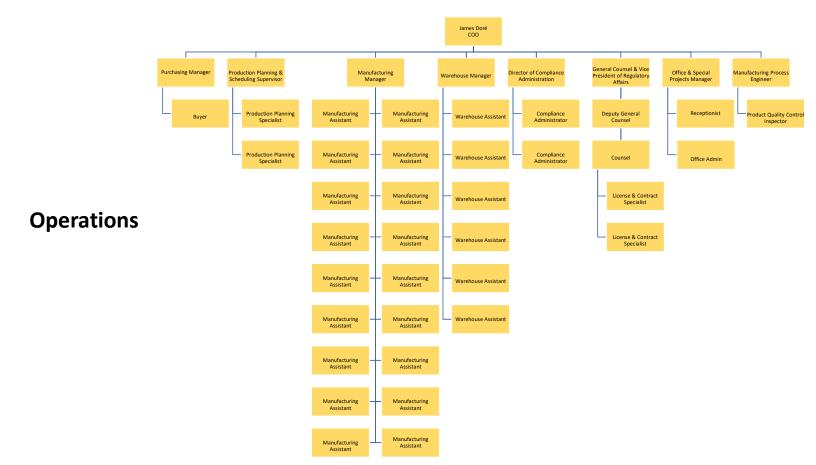
Sr. HR Coordinator

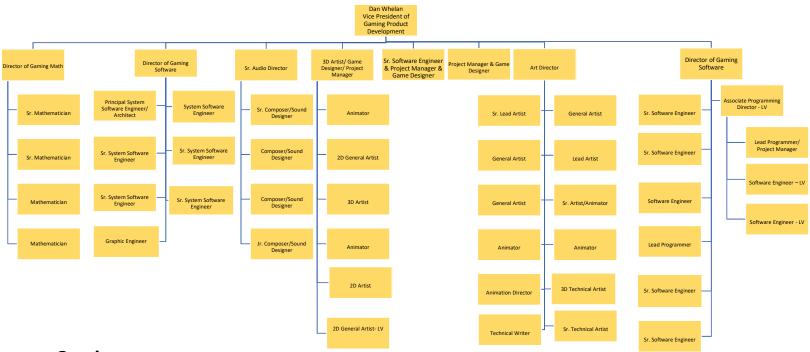
Legal



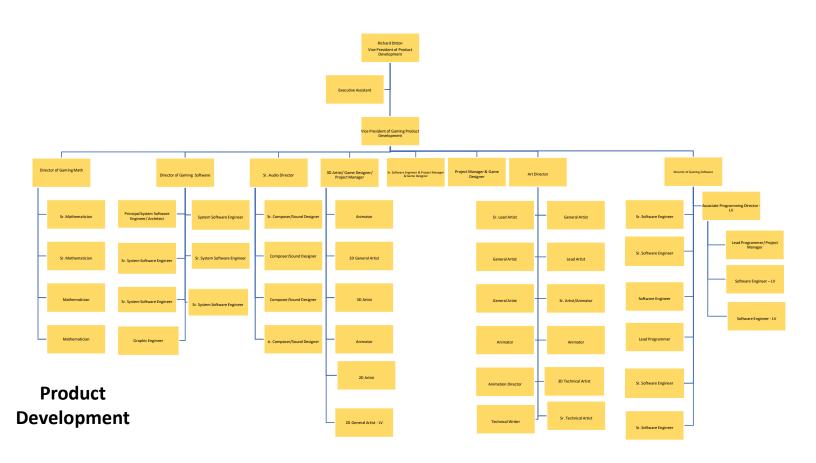
MIS







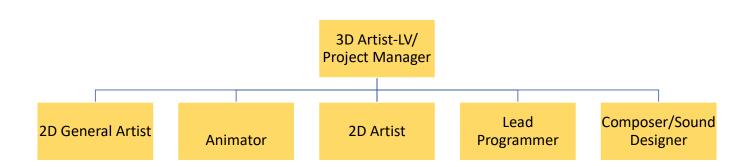
Gaming Product Development



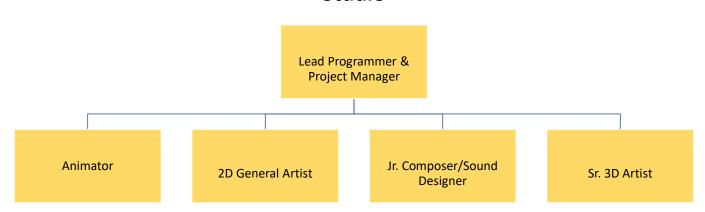
Heavyweight Studio



Just Deserts Studio



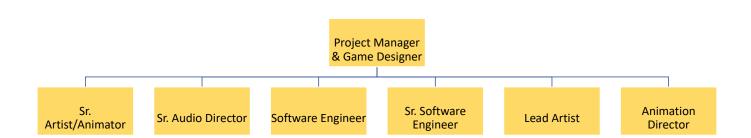




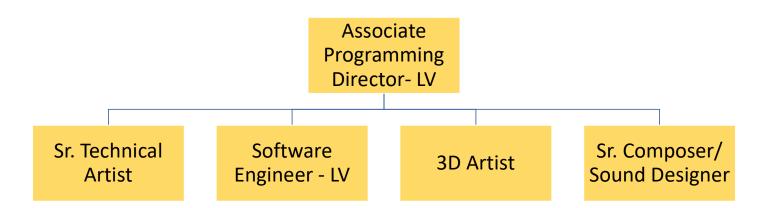
Mind's Eye Studio



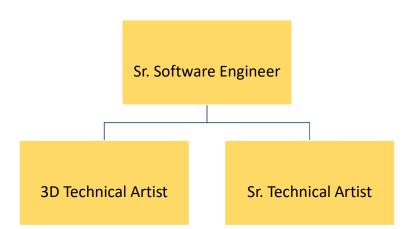
Super Special Studio



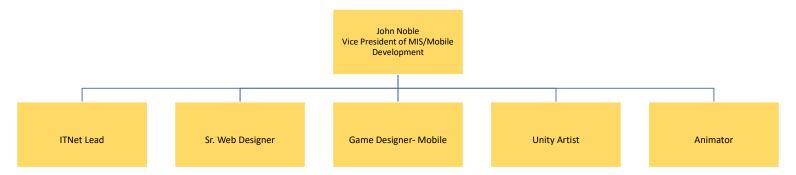
iGaming Development

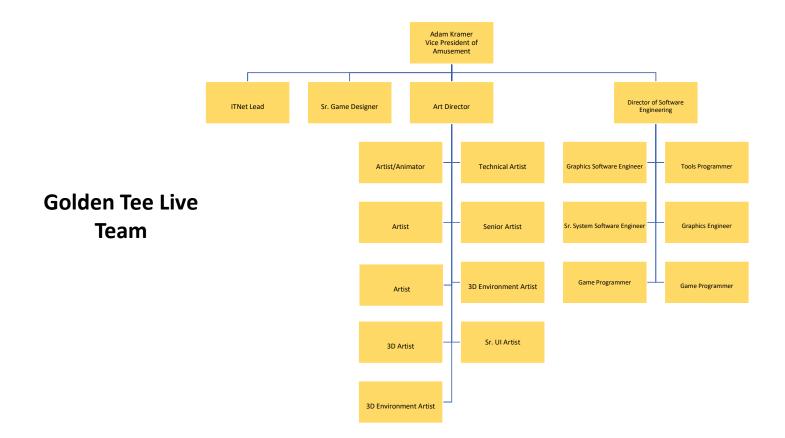


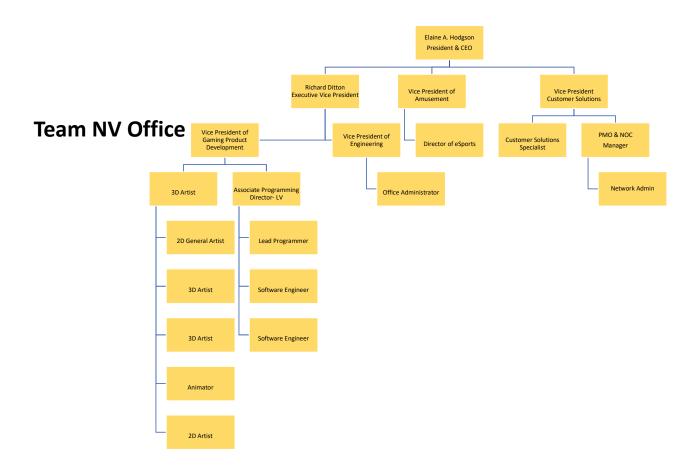
PORT Team



GT Caddy Team









(11) A summary of Bidder's mission, culture and guiding philosophy

At Incredible Technologies, Inc. (IT), we pledge to provide innovative products and unparalleled customer service as we strive to gain the respect and trust of our customers, operators, suppliers, and partner vendors.

Our core business is entertainment. Our games must attract and entertain players at a level higher than our competitors' products. Our products' performance must exceed operator expectations to maintain and grow our nationwide footprint. Players' enjoyment of a product is directly tied to our success as a company. This requires a deep study of our player's habits and needs, inspiration by what is popular and an understanding of the technology that drives successful games.

Our products must be robust, reliable and safe. A game that is not functioning is not making money.

At all times we must **provide friendly and superior customer service.** It takes a long time to earn the trust and respect of a customer and a brief time to lose it. We continue to reinforce our customer relationships every day. This starts with effective communication between ourselves and then patient, reliable communication with our customer. Everyone is personally responsible for making our customers and partners happy.

Our products and services must be compliant with the law. Both the amusement and gaming industries have laws, regulations and rules that govern their sales and use. Compliance with all applicable laws, regulations and rules is a top priority for IT.

Our success thrives on inter-departmental collaboration and communication. Bringing all departments and people together as a unified team produces not only a superior product, but also an award-winning corporate culture. From our most senior employee to our newest hire, mutual respect, communication, hard work and dedication are pillars of our success.

Each employee is hired and trusted to make each project, customer touchpoint, or product the best it can be. No matter an employee's seniority or position, everyone is encouraged and expected to share ideas and viewpoints. At IT, we aim to think "outside the box" and develop products and systems that place our products above our competition, both in customers' and players' minds. Since our founding in 1985 we have grown and adapted to technology, market trends and changing expectations, never shying away from a challenge. Changing the status quo is simply what we do.

The primary goal of IT is to live our mission statement and continue to be an industry innovator. We achieve this through creativity, dedicated challenging work and commitment from every employee. It is the desire of IT to have every employee succeed in their job and feel ownership in the success of the company.



(12) A summary of the Bidder's hiring practices, including suitability standards

The gaming industry is one of the most regulated businesses in the United States. IT maintains 208 gaming licenses, operates in 33 states and is licensed in 6 provinces, each of which is a privilege. Gaming laws are generally based upon declarations of public policy designed to protect gaming consumers and integrity of the gaming industry.

In compliance with gaming laws, IT has established procedures to ensure that employees and contractors meet certain standards of character and fitness. As such, IT conducts a background check on all employees, as allowed by local state, and federal laws. As part of its due diligence, the company conducts a background investigation, as well as an investigation of associated personnel, with respect to companies with which it contracts.

Equal Employment Opportunity is an established policy of IT. We conduct all personnel-related activities without regard to race, color, creed, religion (including religious expression), national origin, ancestry, age, citizenship, physical or mental disability, genetic information, gender (including pregnancy and child birth), marital status, order of protection status, military status, sexual orientation (including gender-related identity, gender expression and transgender status), unfavorable discharge from military service (though specific acts relevant to employment or potential employment may be considered,) or any other characteristic protected by federal, state, or local law. We practice Equal Employment Opportunity with regard to all terms and conditions of the employment relationship, including but not limited to our recruiting, hiring, promotions and transfers, as well as in compensation matters, employee benefits, training opportunities, disciplinary matters, and terminations.

Further, IT is committed to providing reasonable accommodations where necessary based on an employee's disability, religion, pregnancy or child birth, and where the accommodation does not pose an undue hardship to IT.

(13) A list of the Bidder's strengths in relation to the wo this RFP, including employee capacity to undertake and carry out the proposed services	



 $\operatorname{IT}^{\circledR}$





Please see the GLI Testing Services Summary letter below which attests to the 12,394 certification reports that Gaming Laboratories International (GLI) has given IT in over 50 jurisdictions.

GLI Summary Letter





(14) A list of Bidder's accounts lost or resigned from over the past two (2) years and explanation of why such loss occurred

Since 2011, IT has placed approximately 14,000 electronic gaming machines in roughly 700 locations. These locations are located in the US, Canada, Caribbean Islands and global cruise shipping lines. Locations are comprised of machines placed under varying commercial models, inclusive of sales, daily fee and participation. While the normal course of product and performance management has required a usual and customary movement of machines and/off casino floors, IT can report **zero** accounts that have been resigned or lost.

(15) Indicate any penatlies or liquidated damages over ten thousand





(16) To the extent not already provided in the Vendor Responsibility Questionnaire, a description of key corporate personnel, ownership control, and facilities available to satisfy the requirements of the RFP. This information will be used in conjunction with the Vendor Responsibility Questionnaire.

IT is an Illinois Corporation with authorized common stock of 100,000 shares with no par value. 86,100 shares are issued and outstanding. There are no other equity instruments. Elaine A. Hodgson is a 51% Shareholder owning 43,911 shares. Richard A Ditton is a 49% Shareholder owning 42,189 shares. There are no other shareholders of the corporation.

Elaine A. Hodgson and Richard A. Ditton are the only Directors of IT. Elaine A. Hodgson, Richard A. Ditton, and James M. Doré are the only Corporate Officers.

Elaine A. Hodgson is a co-founder of IT, and has served as President and Chief Executive Officer since the company's inception in 1985. A veteran of the entertainment and technical development world, Elaine has led IT from a \$150,000 basement start-up to become a dominant player in both the amusement and gaming industries. Elaine's leadership and development of global brands such as Golden Tee® Golf, Crazy Money® and Money Rain® have earned her a variety of awards and honors in both industries. She oversees all aspects of the company including game development, strategic business planning, innovative marketing and sales of the company's products, as well as intellectual properties. Mrs. Hodgson received her B.S. in Biochemistry from Purdue University and began her career as an industrial chemist at the Kennedy Space Center working on the Space Shuttle project.

Richard A. Ditton is a co-founder of IT, and since 1985, has used his extensive technical development background to help grow the company to become the amusement and gaming industry leader it is today. A key developer of hardware and software tools since IT's inception, Mr. Ditton is credited with developing the first commercially successful online tournament system for Golden Tee® Golf. His insight into the mathematics and psychology of slot machine players fuels the creation of top earning products and IT's rising importance in the gaming industry. He received his B.S. in Theoretical Mathematics and his M.S. in Computer Science from Purdue University. Early in his career, Richard worked for IBM as a designer of launch software for the Space Shuttle at NASA.

James M. Doré joined IT in 1999 as its CFO/COO, and brought with him a wealth of strong financial, operational and administrative experience in executive roles at companies in the public and private sectors covering multiple markets. Mr. Doré is responsible for the day-to-day operations at IT, and directly oversees many key components of the business including licensing, regulatory compliance, procurement, manufacturing, distribution and warehousing. James is a CPA and received his B.S. in Accountancy from the University of Illinois at Urbana-Champaign, and his M.B.A. from Northern Illinois University.



At its headquarters in Vernon Hills, IT leases approximately 80,000 square feet of space, which is comprised of approximately 32,000 square feet of office/development space, 8,000 square feet of technical service and testing space, and 40,000 square feet of manufacturing/warehouse space. In addition, at its satellite office in Las Vegas, IT leases approximately 7,000 square feet of office/development. At its satellite office in Lincolnshire, IL, IT leases approximately 11,000 square feet of office/development space.

The current structure lends itself to production capabilities in excess of 5,000 EGM annually on a single shift. These capabilities can be significantly increased by scaling personnel, use of overtime, and/or by running multiple shifts.

A.1.b. BIDDER FINANCIAL VIABILITY

Not requested at this time.

A.1.c. BIDDER EXPERIENCE

(1) Threshold

IT has over 10 years of experience in the gaming industry and maintains 208 gaming licenses. At the time of this RFP, IT is currently operating in 33 US states, 6 Canadian provinces, as well as on several Caribbean Islands, Mexico, across most all global cruise line brands. Since selling our first Class III gaming machines in 2011, IT has placed over 14,000 games. The company is now undergoing expansion to bring IT games live in Class II markets, Historic Horse Racing venues, as well as Class III gaming facilities in Europe.

(2) Qualifications and Experience

(A) A description of the five (5) most comparable accounts within different gaming jurisdictions that the Bidder has been involved in within the last two (2) years.

PROPERTY: TWIN RIVER

Gaming Jurisdiction: Rhode Island (VLT Central Monitoring System)

- i. The name of the gaming enterprise and a description of the property;
 - Twin River Casino Hotel, previously Lincoln Park, is a casino, hotel, and former racetrack in Lincoln, Rhode Island, owned and operated by Bally's Corporation. The facility has 162,000 square feet of gaming space, with 4,108 slot machines, 97 table games, and 23 poker tables. The hotel has 136 rooms. Other amenities include a 29,000-square-foot event center, 16 eateries, 7 bars, and a racebook. The casino is home to over 4,000 VLT machines monitored by a statewide system from IGT/Gtech, contracted by the Rhode Island Lottery.
- ii. The number of machines or terminals provided by the bidder at the property;



- 26
- iii. The number of different titles provided by the bidder;
 - 17
- iv. Approximate net win of the bidder's machines or terminals; and
- v. ETG games provided, if applicable.
 - N/A

PROPERTY: ANGEL OF THE WINDS Gaming Jurisdiction: Washington Tribal/Class II (Central Determined System)

- i. The name of the gaming enterprise and a description of the property;
 - Angel of the Winds Casino Resort is a casino and hotel operated by the Stillaguamish Tribe of Indians near Arlington, Washington. The casino offers more than 1,425 Class III and Class II slot machines, 24 gaming tables and a 4,500 sq ft non-smoking gaming area, which features 120 slots, and four bars.
- ii. The number of machines or terminals provided by the bidder at the property;
- iii. The number of different titles provided by the bidder;
 - 6
- iv. Approximate net win of the bidder's machines or terminals; and
- v. ETG games provided, if applicable
 - N/A

PROPERTY: MGM NORTHFIELD PARK Gaming Jurisdiction: Ohio (VLT Central Monitoring System)

- i. The name of the gaming enterprise and a description of the property;
 - MGM Northfield Park (previously Hard Rock Rocksino Northfield Park) is a
 racino in Northfield, Ohio, U.S.A., a community near Cleveland. Northfield
 Park conducts more than 200 harness racing nights each year. It is owned by
 MGM Growth Properties and operated by MGM Resorts International and
 operates nearly 2,000 VLT machines centrally monitored by the Ohio Lottery
 via an Intralot system and
- ii. The number of machines or terminals provided by the bidder at the property;
 - 40
- iii. The number of different titles provided by the bidder;
 - 17
- iv. Approximate net win of the bidder's machines or terminals; and
- v. ETG games provided, if applicable.
 - N/A

INFINITY®, INFINITY V55®, EDGE ™, ITS®, INCREDIBLE TECHNOLOGIES®, IT®, and IT INCREDIBLE TECHNOLOGIES® are the properties of



PROPERTY: CASINO RAMA

Gaming Jurisdiction: Ontario, Canada (First Nations Gaming)

- i. The name of the gaming enterprise and a description of the property;
 - Casino Rama is a large casino, hotel, and entertainment complex located in the town of Rama, Ontario on the reserve land of the Chippewas of Rama First Nation. It is jointly owned by the Chippewas of Rama First Nation and the Ontario Lottery and Gaming Corporation, with operation of the casino contracted to Gateway Casinos & Entertainment Limited. Casino Rama is Ontario's only First Nations "commercial casino" and features 2,500 slot machines and 110 table games.
- ii. The number of machines or terminals provided by the bidder at the property;
- iii. The number of different titles provided by the bidder;
 - iv. Approximate net win of the bidder's machines or terminals; and
- v. ETG games provided, if applicable.

PROPERTY: PAR-A-DICE CASINO Gaming Jurisdiction: Illinois (Commercial Gaming)

- i. The name of the gaming enterprise and a description of the property;
 - Par-A-Dice, a contemporary mega-yacht, offers a dockside "riverboat" gaming experience on the Illinois River, also offering a 202-room hotel, three restaurants, a lounge and bar, retail areas, and convention space. The spacious riverboat casino features 26,000 square feet of casino space, including more than 930 Class III slot machines and 30 table games with Live Poker. The casino is owner and operated by Boyd Gaming and
- ii. The number of machines or terminals provided by the bidder at the property;
- iii. The number of different titles provided by the bidder;
- iv. Approximate net win of the bidder's machines or terminals; and
- v. ETG games provided, if applicable.



A.1.d. REFERENCES

300 games in Atlantic City.

Chris Downey Vice President of Gaming Tropicana AC 2831 Boardwalk Atlantic City, NJ 08401

Mr. Downey and Tropicana have been a customer of IT since the company was awarded a New Jersey state license in 2016. Mr. Downey was one of our first customers to introduce and test IT product for the Atlantic City market – at that time IT was focused in the West and Central US gaming regions only. Since that time, IT has grown to a 71 game footprint at Tropicana and over

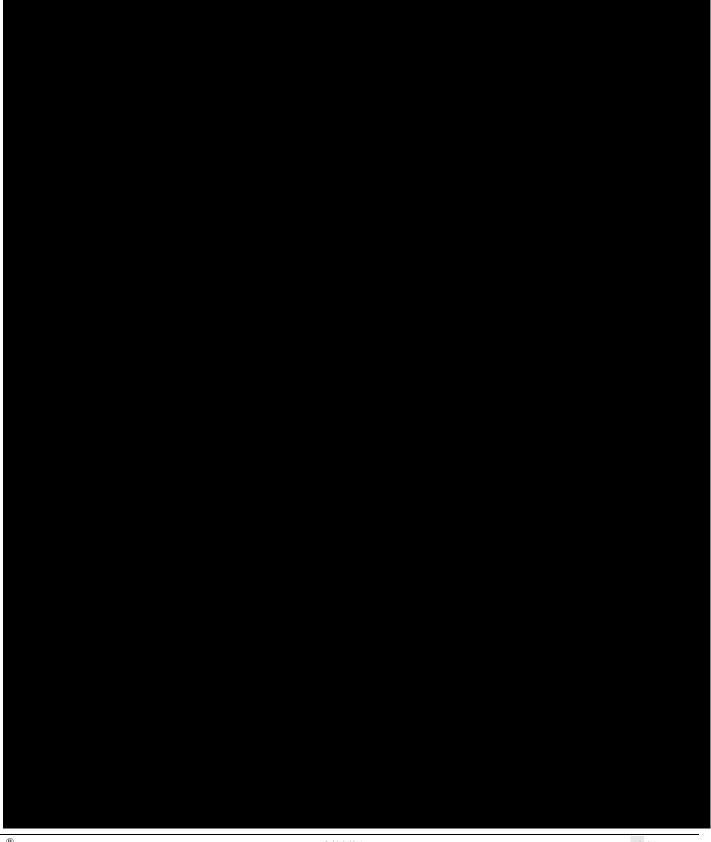
Alexander Alvarado Vice President of Gaming MGM National Harbor 101 MGM National Ave Oxon Hill, MD 20745

Mr. Alvarado has worked with IT in various roles through his career but none more important than as the VP in charge of opening the slot floor at MGM National Harbor in Maryland. National Harbor is an iconic, 3,000+ machine floor near the DC market, with a high profile corporate brand. Mr. Alvarado has helped position and grow IT's footprint on this unique floor to over 50 machines and always a willing partner to test the newest IT development concepts.

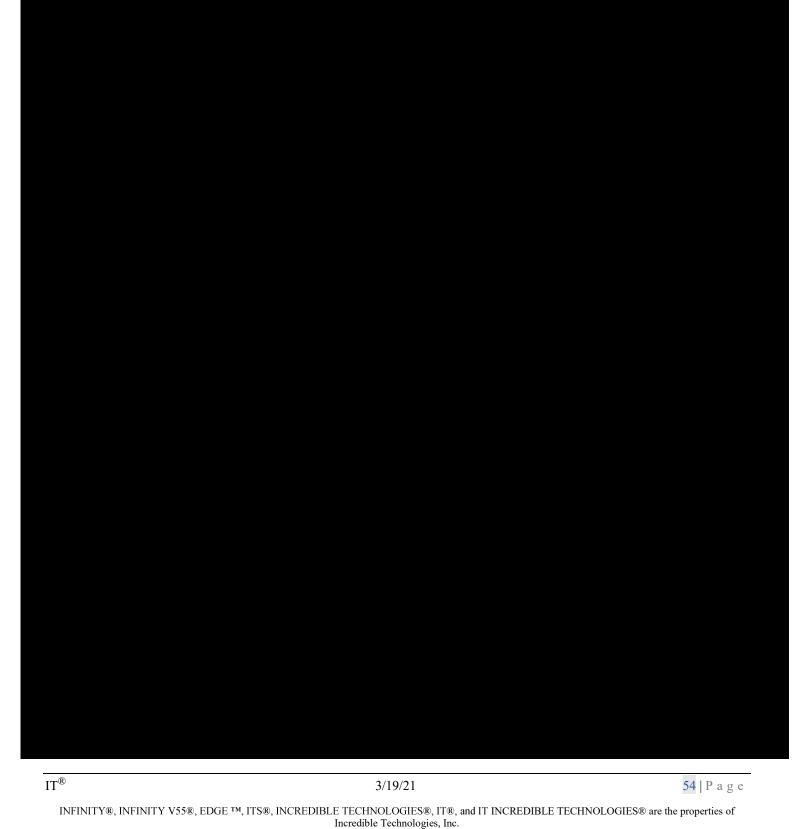
Daniel Cherry
Corporate Vice President of Casino Operations, Penn National Gaming
825 Berkshire Blvd
Wyomissing, PA 19610

Mr. Cherry is responsible for slot purchases for Penn National Gaming's 35+ US properties and 44,000+ machine footprint. As one of IT's largest corporate accounts, Mr. Cherry has placed nearly 1,000 IT machines on Penn National Floors, mostly in the past 5 years, including a commitment in 2021. Penn National Gaming not only has grown to become a great customer of IT, but partner as well – often a primary customer for new product tests and launches.

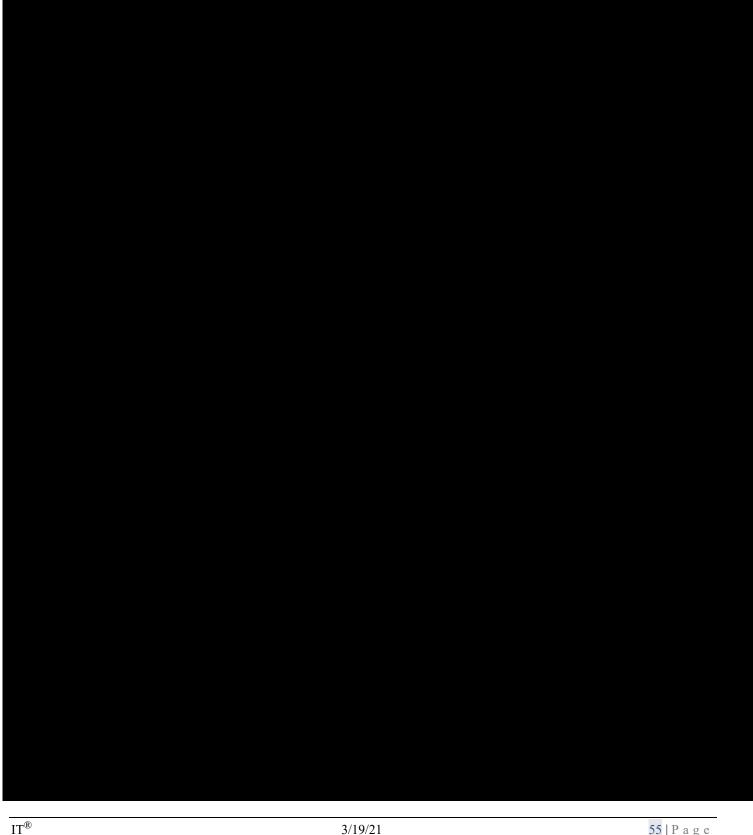




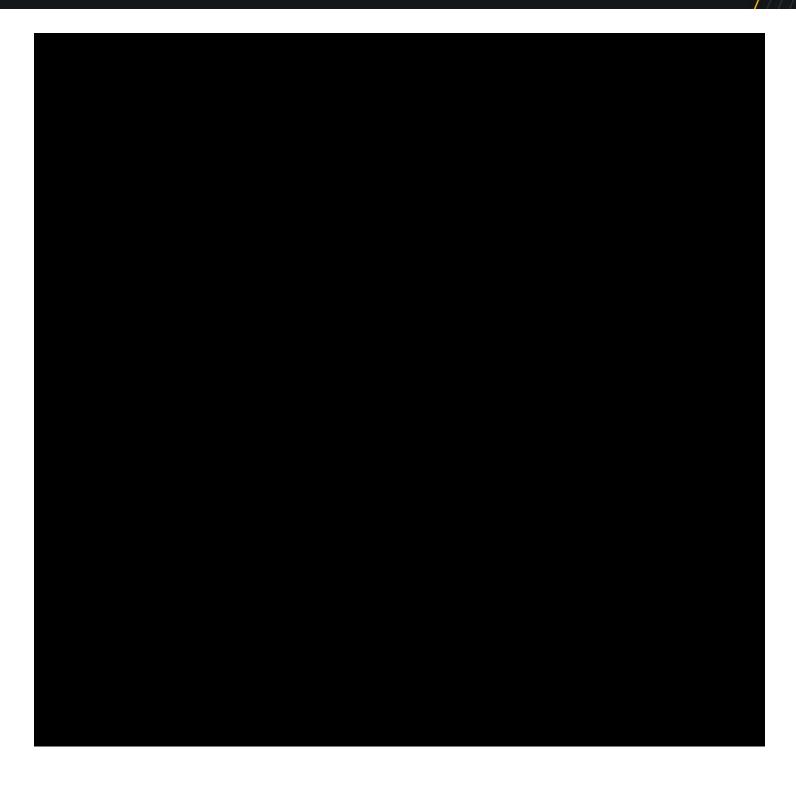








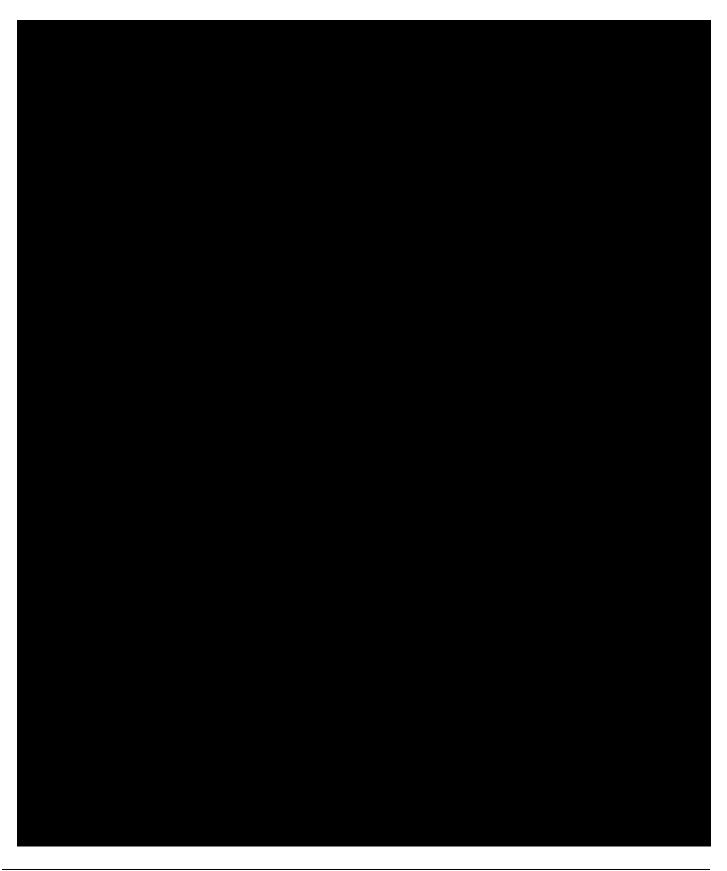




 IT^{\circledR}

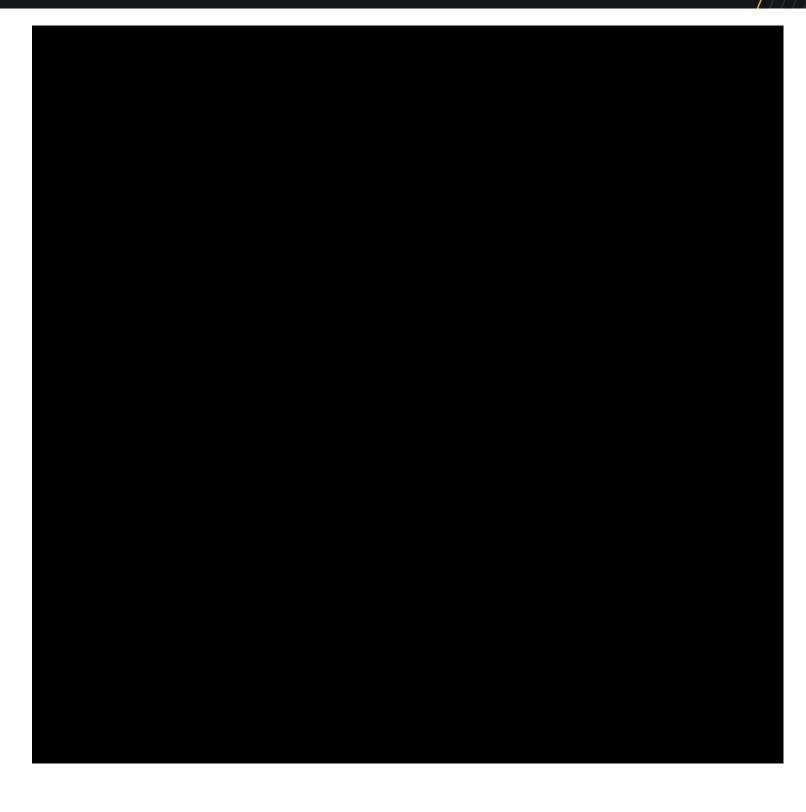






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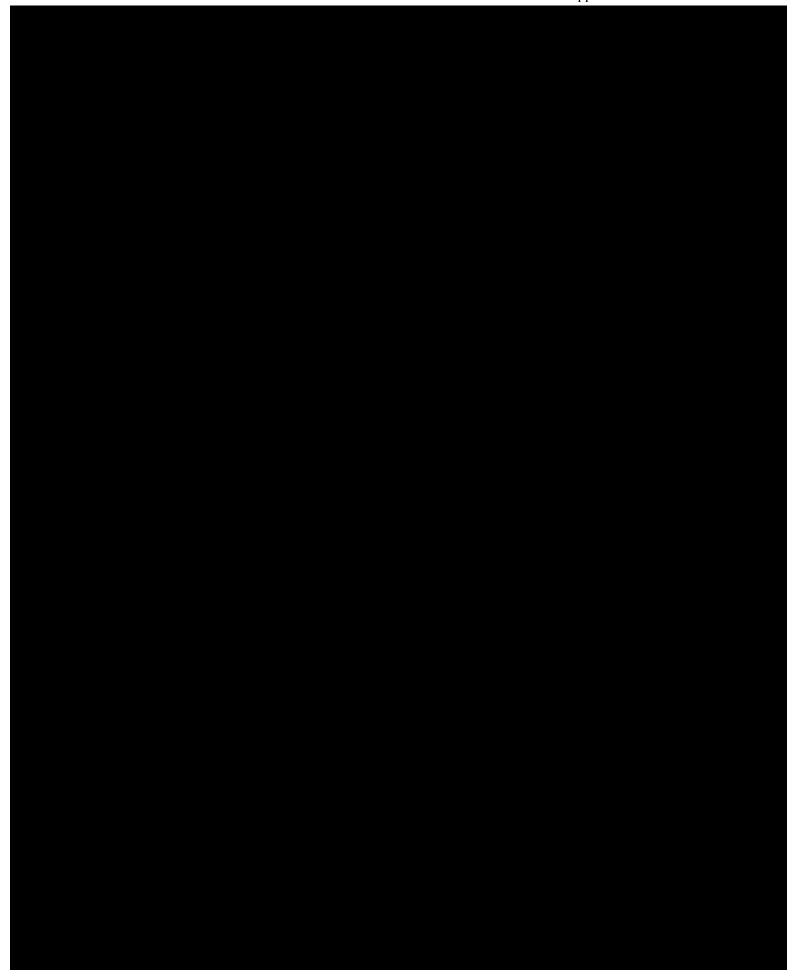


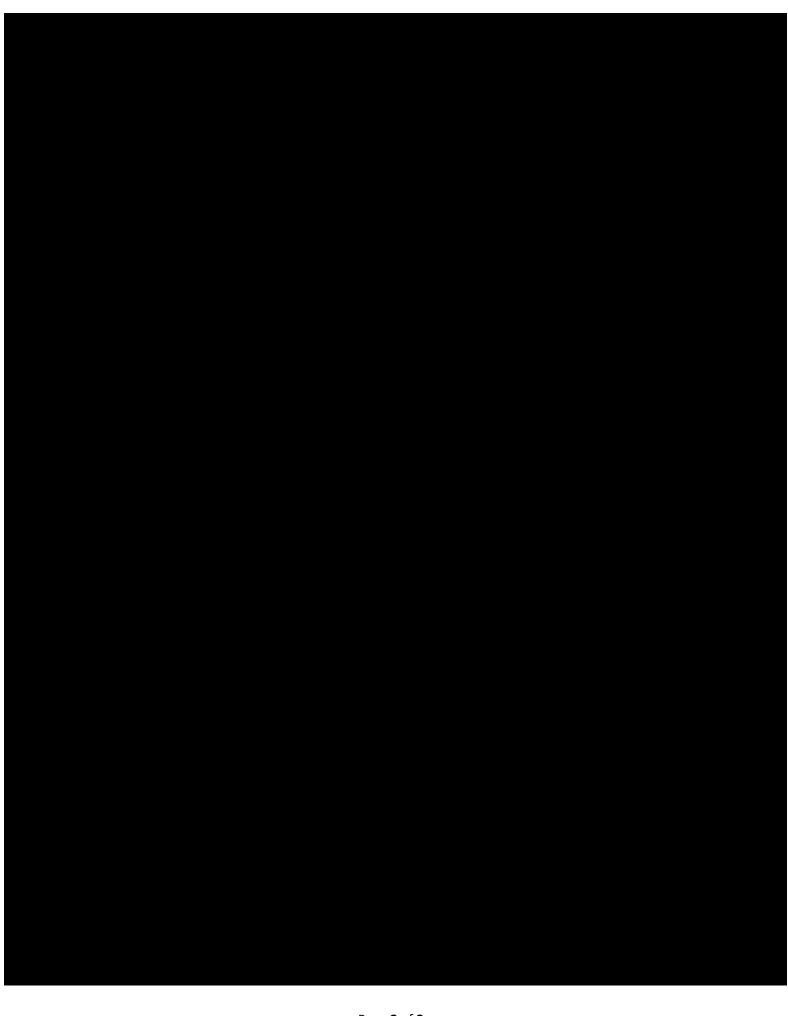
A.1.f. Diversity Practices

APPENDIX K

Diversity Practices

K.1: Diversity Practices QuestionnaireK.2: How to Score Diversity PracticesK.3: Diversity Practices Scoring Matrix







How to Score Diversity Practices

Diversity practices are the efforts of contractors to include New York State-certified Minority and Women-owned Business Enterprises ("MWBEs") in their business practices. Diversity practices may include past, present, or future actions and policies, and include activities of contractors on contracts with private entities and governmental units other than the State of New York. Assessing the diversity practices of contractors enables contractors to engage in meaningful, capacity-building collaborations with MWBEs.

This guide provides instructions on how to determine whether diversity practices should be scored on your procurement, step-by-step instructions as to how to apply diversity practices, and suggestions as to how to customize diversity practices to the particular needs of your organization.

Is My Procurement Subject to Diversity Practices?

Diversity practices are intended to be applied on procurements in which procurement personnel exercise their subjective judgment in selecting one or more successful contractors on the basis of best value, <u>NOT</u> on procurements that are awarded based upon lowest price. The following checklist illustrates when diversity practices should be scored as part of a procurement:

1.	Is the procurement based upon best value (RFP or RFQ)?	Yes \square	No \square
2.	Is the anticipated award \$250,000 or greater?	Yes \square	No \square
3.	Is scoring for diversity practices practical, feasible, and	Yes \square	No \square
	appropriate?		

If the answer to all three questions is "Yes," the procurement should be scored for diversity practices. If the answer to questions 1 or 2 is "No," no further action is needed and the procurement should not be scored for diversity practices. If the answer to question 3 is "No," such determination should be documented in writing and diversity practices should not be scored. For more information on when a procurement is subject to diversity practices, please see the frequently asked questions below.

Frequently Asked Questions

May I score diversity practices and award points to contractors that are MWBEs based upon their MWBE certification on the same procurement? No. Procurements may award points to contractors based upon their efforts to collaborate with and promote MWBEs (diversity practices) OR award points to contractors based upon whether they are certified as MWBEs (quantitative factor), but may not score for both. Procurements may not be scored for diversity practices when a quantitative factor is applied.

When is it NOT practical, feasible, or appropriate to score diversity practices? In circumstances where MWBE firms are not available to participate as subcontractors or suppliers in the industry

that is the subject of the procurement, contractors' ability to implement diversity practices may be too minimal to score respondents to an RFP or an RFQ. However, it is important to note that diversity practices should be scored when MWBEs are available to participate as subcontractors or suppliers in the industry, even if such subcontracting or supplying opportunities do not exist on the specific project that is the subject of your procurement.

Additionally, certain methods of identifying contractors may not be conducive to scoring for diversity practices. For example, where an RFQ is to be used to identify the availability of contractors and inform the contents of a future RFP, it may be appropriate to defer scoring of diversity practices until the RFP used to select the successful contractor or contractors is ultimately released.

Should I score for diversity practices where multiple vendors will be selected via a procurement, and the award to each of them is anticipated to be less than \$250,000? Yes. Diversity practices should be scored where the aggregated spending via a procurement is expected to equal or exceed \$250,000, even if the amount allocated to each successful contractor is less than \$250,000.

Scoring for Diversity Practices

Once you determine to score diversity practices as part of a procurement, you must identify the number of points you intend to allocate to contractors' diversity practices and include appropriate language in your RFP or RFQ, score the diversity practices of contractors using the diversity practices matrix, and weight each score in accordance with the percentage of points allocated to diversity practices.

Where an organization determines to score diversity practices as part of determining best value on a procurement, the RFP or RFQ in question should include the following: (1) a provision indicating that diversity practices will be scored, (2) the maximum number of points that may be awarded based upon respondents' diversity practices, and (3) a diversity practices questionnaire that respondents may provide as part of their response to the RFP or RFQ. A sample provision indicating that diversity practices will be scored is provided below:

[Name of Agency] has determined, pursuant to New York State Executive Law Article 15-A, that the assessment of the diversity practices of respondents to this procurement is practical, feasible, and appropriate. Accordingly, respondents to this procurement shall be required to include as part of their response to this procurement, as described in [Section ###] herein, forms [Diversity Form Numbers].

The diversity practices questionnaire provided by the Division of Minority and Women's Business Development provides eight questions for respondents to answer. Your organization may include additional questions, as discussed in more detail on page 5. The following provides a guide to scoring responses to each of the questions.

Question 1

Question 1 solely addresses whether the respondent employs a chief diversity officer. In order to receive points for a response to question 1, a respondent should provide all of the information requested, including evidence of initiatives performed by the chief diversity officer. Merely identifying a chief diversity officer without providing the requested information should result in a score of zero.

Questions 2 and 3

These questions direct respondents to provide information on the share of expenditures that the respondents made with MWBEs. Only the prior fiscal year of a respondent should be taken into account when assigning a score to questions 2 and 3. Any additional data that respondents provide illustrating expenditures made with MWBEs in other fiscal years should be disregarded.

In addition, any data regarding expenditures made to businesses certified as MWBEs by an entity other than the State of New York should be disregarded. Expenditures made to businesses with certifications other than MWBE, such as Disadvantaged Business Enterprises and Service-Disabled Veteran-owned Business Enterprises, are not to be considered in this analysis.

Question 4

Respondents may score points in response to question 4 by identifying industry-specific technical training of MWBEs. Technical training is specific to the industry in question, and does not include generic training in skills that are transferrable across industries. Examples of trainings that do not qualify as technical training include trainings in managerial skills and leadership, effective communication, and professional development and networking. Examples of technical training topics include the use, installation, or safe handling of particular products, the use of industry-specific IT, and industry-specific sales and customer service strategies.

In assessing the robustness of a respondent's technical training, you should take into account the duration of the technical training program, the number of MWBEs served, and the total number of hours devoted to technical training of MWBEs. The characteristics of a robust technical training program will vary based upon the nature of the industry and the associated opportunities for MWBE training. However, characteristics of technical training programs fitting the "minimum" scoring criterion will typically be that the respondent has been providing technical training for one year or less, that the respondent has provided fewer than one hundred hours of technical training, or that the respondent has provided technical training to only one MWBE firm in a contracting area for which there is significant MWBE availability.

Question 5

In order for a respondent to receive points for its response to question 5, the respondent must provide documentation demonstrating its participation in a mentor-protégé program approved by a governmental entity. Such governmental entity need not necessarily be the State of New York.

Appropriate documentation of the existence of a mentor-protégé program will vary based upon the approving governmental entity. Only documents generated by a governmental entity should be accepted to demonstrate the existence of a mentor-protégé program.

A robust mentor-protégé program must include the following elements:

- The mentee must be able to meaningfully participate in the delivery of contract requirements.
- For services contracts: at least one element of the scope must be performed by the MWBE with the Prime serving as mentor. Multi-year contracts must have a plan in place to expose the MWBE to each element of the scope through the lifetime of the contract.
- Mentor and mentee must enter into an agreement, approved by a governmental entity, which outlines the expectations of each party.
- Specific metrics must be identified which will be used to measure the effectiveness and success of the Mentor/Protégé relationship.

Question 6

Question 6 evaluates both the existence of MWBE goals on the part of the respondent in its own contracting, and the respondent's achievement of these goals. Whether a goal is robust depends on the availability of MWBEs in the industry in question. One tool to assist you in determining the availability of MWBE firms in the industry is the New York State Contract System MWBE Directory https://ny.newnycontracts.com/. This analysis should, to the extent possible, be based upon subcontracting activities that are available in the industry in which the respondent is engaged, not solely the availability of MWBE subcontractors for the procurement being made by your organization.

Once you have evaluated the robustness of the goal, you must take into account the share of the goal that the respondent has achieved. A respondent should only receive a robust score if the respondent has achieved a significant portion of an appropriate goal; achieving a small percentage of a robust goal should not entitle a respondent to a robust score.

Question 7

Question 7 considers whether a respondent has an immersive, formal program to promote the use of MWBEs as suppliers. A formal supplier diversity program must be documented via a program policy manual or similar document describing the requirements for participation and elements of the program, as well as documentation of program activities.

Characteristics of a supplier diversity program meeting the minimum requirement for the respondent to be awarded points could include a supplier diversity program with weak verification procedures focused solely on creating a list of diverse suppliers from which the respondent may procure goods or services. A robust supplier diversity program may be characterized by rigorous verification of MWBE status, plans for outreach to MWBE suppliers, and training and education programs designed to increase the capacity of MWBE suppliers.

Question 8

The final question considers the use of MWBEs on the procurement for which diversity practices are being scored. This is the only criterion that considers the circumstances of the procurement exclusively, without regard to the respondent's other activities to promote MWBEs. The robustness of a utilization plan is to be assessed based upon the availability of MWBEs to perform as subcontractors and suppliers to the respondent on the procurement. As with question 6, you should refer to the MWBE Directory in order to determine the availability of MWBEs.

Determine the Weighted Score

Once you have added the scores for all eight questions for a respondent, multiply that score based upon the weight you have assigned to diversity practices on the procurement. For example, if diversity practices account for 8% of the available points on your RFP and a respondent achieves a total score of 50 points for diversity practices on the diversity practices matrix, that respondent's weighted score is the product of 50 points and .08, or 4 points.

Customizing Diversity Practices

The eight questions reflected on the diversity practices questionnaire constitute the minimum required to assess the diversity practices of respondents. You may add additional questions to the diversity practices questionnaire to customize it to your procurement activities. In order to determine whether additional fields may be useful, consider some of the following questions:

- Are there particular resources or skills needed to serve as a subcontractor or supplier in the industry?
- Are there technical or financial barriers to entry in the industry?
- Could respondents facilitate MWBE training and participation in the industry in ways not reflected on the questionnaire?
- Are there specific types of MWBE subcontractors or suppliers that are particularly underutilized in the industry in question?

In the case that you decide to include additional questions on the diversity practices questionnaire, you must revise the diversity practices matrix accordingly to reflect any points to be awarded to respondents for additional questions.

This form is to be completed by the New York State Gaming Commission. Do not enter scores.

New York State Diversity Practices Scoring Matrix

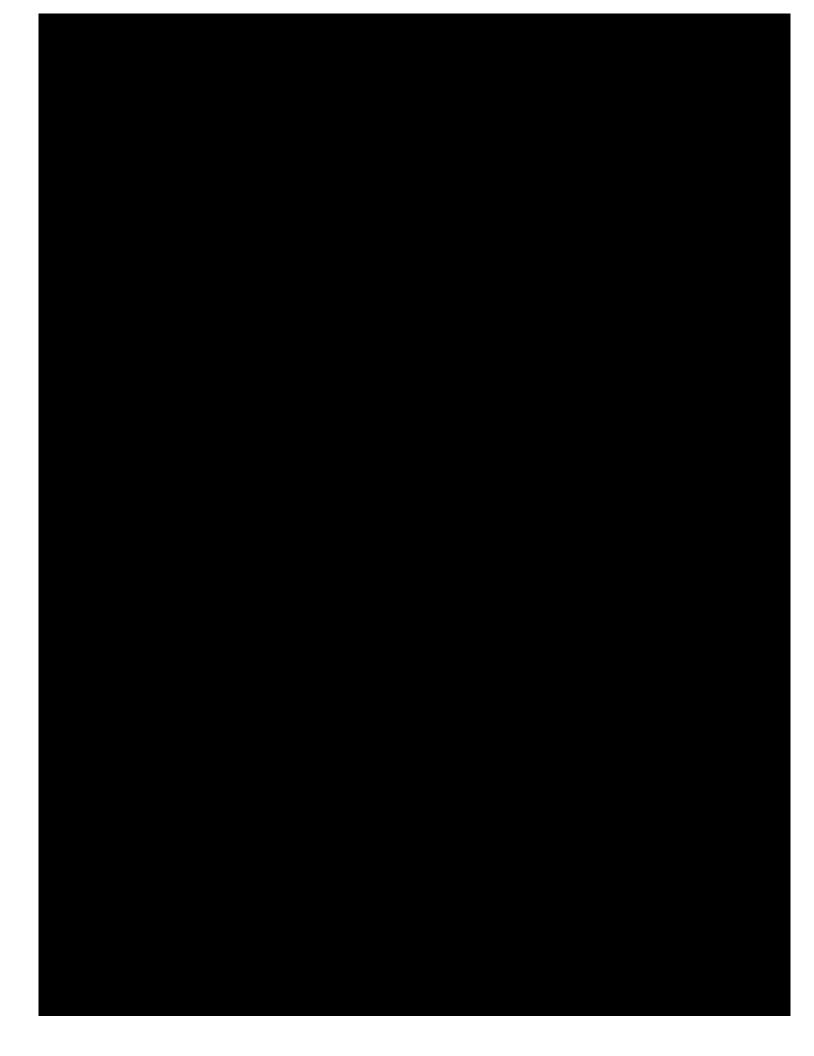
Appendix K.3- C2020217

Questions

Q1 - CDO or other person tasked with function					Yes	No	Total
					5 pts	0 pts	
Q2 - Percentage of prior yr. revenues that involved M/WBEs as subs or JVs/partners	20%+	15-19%	10-14%	5-9%	1-4%	0%	
	20 pts	14 pts	10 pts	6 pts	2 pts	0pts	
Q3 - Percentage of overhead expenses paid to M/WBEs	20%+	15-19%	10-14%	5-9%	1-4%	0%	
	16 pts	10 pts	7 pts	4 pts	1 pts	0pts	
Q4 - M/WBE Training			Robust	Moderate	Minimum	None	
			16 pts	8 pts	4 pts	0 pts	
Q5 - M/WBE Mentoring			Robust	Moderate	Minimum	None	
			12 pts	8 pts	4 pts	0 pts	
Q6 - Written M/WBE goals included in the Company's procurements			Robust	Moderate	Minimum	No	
			20 pts	12 pts	6 pts	0 pts	
Q7 - Formal Supplier Diversity Program			Robust	Moderate	Minimum	No	
			6 pts	4 pts	2 pts	0 pts	
Q8 - Utilization Plan			Robust	Moderate	Minimum	No	
			5 pts	3 pts	1 pts	0 pts	

Total Diversity Score (Max 100 pts)	
Weighted Score (Up to 10% of Technical)	









Section 4.3 A. 2. Volume 2 - Technical Volume



Executive Summary – Volume 2

Over the past 13 years, Incredible Technologies, Inc. (IT) has become a leader in casino gaming; operating in 33 states and doing business in 208 gaming jurisdictions, the company is considered one of the hottest video slot manufacturers in the business.

In addition to the success and growth that IT has experienced over the past decade in commercial slot and Class III gaming markets, the company entered the Central Determinate market last year with the launch of our Class II Gaming System. The Class II system made its successful debut in January 2020 at the Four Winds South Bend Casino in Indiana. This was followed by installations at the Ho Chunk Madison casino in Wisconsin and most recently at the Angel of the Winds Casino in Washington state. In February of 2021, the company continued its further expansion in Central Determinate Gaming by partnering with Exacta Systems to enter the Historical Horse Racing markets in Virginia and Kentucky.

IT is confident that the New York State Gaming Commission will find our gaming products meet their requirements. With each new market added, our robust gaming product is submitted to, tested and certified by multiple technical compliance agencies and independent testing laboratories against all industry standards, including numerous states and provinces and Tribal Gaming jurisdictions:

- Underwriters Laboratories (UL)**
- Gaming Laboratories International (GLI)**
 - GLI-11: Gaming Devices, v3.0
 - GLI-12: Progressive Gaming Devices in Casinos
- BMM TestLabs
- Nevada Gaming Control Board
- New Jersey Division of Gaming Enforcement
- Pennsylvania Gaming Control Board
- Mississippi Gaming Commission
- Michigan Gaming Control Board
- Ohio Lottery
- West Virginia Lottery
- Rhode Island Lottery
- Alberta Gaming and Liquor Commission
- British Columbia Lottery Corporation
- Loto-Québec DCCASJ

Please see the GLI Testing Services Summary that follows, which attests to the 12,394 certification reports that Gaming Laboratories International (GLI) has given IT in over 50 jurisdictions.





GLI Summary Letter





A.1.c. ORGANIZATION





(1) Transmittal Letter

E: JDore@itsgames.com



March 17, 2020

New York State Gaming Commission Contracts Office, 4th Floor One Broadway Center Schenectady, NY 12305

E-mail: Officer.Contracting@gaming.ny.gov

Sent via Regular and Electronic Mail

Re: RFP # C202017 - Lot 2 Proposal

To Whom It May Concern:

Enclosed please find a USB Drive containing the proposal from Incredible Technologies, Inc. in response to the aforementioned RFP. A copy of this proposal has also been e-mailed to: Officer.Contracting@gaming.ny.gov.

Please contact the following individual regarding any matters related to this proposal:

James M. Doré, COO 200 Corporate Woods Parkway Vernon Hills, IL 60048 847-870-7027, ext. 174 JDore@itsgames.com

This proposal shall remain valid for at least eighteen (18) months from March 19, 2021.

Should you have any questions or concerns, please feel free to contact me.

Sincerely,

James M. Doré

COO





(2) Attachment 1: Bidder Acknowledgment of Addendum





RFP: C202017 - New York Lottery Video Lottery Games

BIDDER ACKNOWLEDGEMENT OF ADDENDUM

Amendment Number: One

Date Issued: February 23, 2021

Summary:

The Commission hereby amends the Schedule of Events as follows (changes made in red):

Schedule of Events

The following dates are established for informational and planning purposes. The New York State Gaming Commission reserves the right to adjust this schedule, in its sole discretion.

RFP Issued	February 5, 2021
Bidders' First Questions Due	February 17, 2021, by 3:00 p.m.
Commission Responses to First Questions	February 23,2021
Bidders' Second Questions Due	February 24, 2021, by 3:00 p.m.
Commission Responses to Second Questions	March 1, 2021
Bidders' Third Questions Due	March 3, 2021, by 3:00 p.m.
Commission Responses to Third Questions	March 8, 2021
Primary Bidders' Proposals Due	March 19, 2021, by 3:00 p.m.
Contract Start Date	July 1, 2021

Questions and answers are attached.

By signing below, the bidder attests to receiving and responding to the amendment number indicated above.

FIRM NAME: Incredible Technologies, Inc.

REPRESENTATIVE SIGNATURE: June M. Doni

Attachment 1



RFP: C202017 - New York Lottery Video Lottery Games BIDDER ACKNOWLEDGEMENT OF ADDENDUM

Amendment Number: Two

Date Issued: March 1, 2021

Summary:

Questions and answers are attached.

By signing below, the bidder attests to receiving and responding to the amendment number indicated above.

FIRM NAME: Incredible Technologies, Inc.

Attachment 1



RFP: C202017 - New York Lottery Video Lottery Games BIDDER ACKNOWLEDGEMENT OF ADDENDUM

Amendment Number: Three

Date Issued: March 8, 2021

Summary:

Questions and answers are attached.

By signing below, the bidder attests to receiving and responding to the amendment number indicated above.

FIRM NAME: <u>Incredible Technologies, Inc.</u>

REPRESENTATIVE SIGNATURE: June M. Doni



(3) Attachment 3: Document Submittal Checklist





One Broadway Center, Schenectady, NY 12305 www.gaming.ny.gov

RFP - C202017 New York Lottery Video Lottery Games

DOCUMENT SUBMITTAL CHECKLIST

Submissions Required with Proposal:

Description of Document	RFP	Submittal Requirements	Checklist
Transmittal Letter	§4.2 §4.3	With Proposal	×
Bidder Acknowledgement of Addendum (Attachment 1)	§1.12	With Proposal, if applicable	X
Document Submittal Checklist (Attachment 3)	§4.2 §4.3	With Proposal	X
Contract Form (Appendix B) (incorporates Appendix A)	§2.2	Must be signed—With Proposal	X
Bidder/Offerer Disclosure/Certification Form (Appendix C)	§1.11	With Proposal	X
Non-Collusive Bidding Certification (Appendix D)	§1.1	With Proposal	X
NYS Vendor Responsibility Questionnaire (Appendix E)	§1.14	With Proposal, unless filed online	X
Encouraging Use of New York State Businesses in Contract Performance (Appendix I)	§2.22	With Proposal	X
Work Force Employment Staffing Plan (Appendix J-2)	§2.18	With Proposal	X
MWBE Utilization Plan Form (Appendix J-4) • Proposed Plan	§2.18	Proposed plan, including estimated percentage—With Proposal	
Diversity Practices Questionnaire (Appendix K)	§4.2 §4.3	With Proposal	X
Participation Opportunities for New York State Service-Disabled Veteran Owned Businesses (Appendix L)	§2.19	With Proposal	
Vendor Assurance of No Conflict of Interest or Detrimental Effect (Appendix M)	§1.20	With Proposal	X
Statement on Sexual Harassment	§1.23	With Proposal	X
(Appendix N)			X

Anti-Discrimination EO 177 Certification (Appendix O)	§1.24	With Proposal	Y
Insurer Qualifications and Insurance Requirements (Appendix P) • Compliance Statement	§2.15	Include a statement of compliance with the insurer qualifications and insurance requirement—With Proposal	X
Bond Requirements (Appendix Q)	§2.16	With Proposal and upon award (See Appendix Q)	V
Video Lottery Gaming Application For Agent/Vendor (Appendix S)	§4.2 §4.3	With Proposal	X
Designation of Proprietary Information (FOIL)	§1.15	With Proposal	Х
Disclosure of Litigation	§1.19	With Proposal	Х
References	§4.2 §4.3	With Proposal	X
Technical & Pricing Proposals	§4.2 §4.3	Submit Technical and Pricing Proposals Separately as Defined in RFP	X

Submissions Required Subsequent to Award:

Description of Document	RFP	Submittal Requirements	Checklist
Substitute Form W-9 (Appendix F)	§2.2	Upon notification of award	
Electronic Payment (ePayment) Request (Appendix G)	§2.13	Upon notification of award	
ST-220 Contractor Certification forms (Appendix H) ST220-TD (submit to DTF) ST220-CA (submit to Commission)	§2.14	Within seven calendar days of notification of award	
EEO and M/WBE Program Equal Employment Opportunity Policy Statement (Appendix J)	§2.18	Within 72 hours of notice of award	
Workforce Employment Periodic Report (Appendix J-3)	§2.18	Quarterly	
MWBE Utilization Plan Form (Appendix J-4)	§2.18	Within 14 days after notification of award	
MWBE Quarterly Subcontracting/Supplier Activity Report (Appendix J-5)	§2.18	Within 10 days following the end of the previous quarter	
Insurer Qualifications and Insurance Requirements (Appendix P)	§2.15	Upon notification of award provide insurance certificates	

FIRM NAME: <u>Incredible Technologies, Inc.</u>

REPRESENTATIVE SIGNATURE: June M. Doni



(4) Appendix B: Signed Contract Form (Section 2.2)



VIDEO LOTTERY TERMINALS, GAMES, SOFTWARE AND MAINTENANCE C 202017

THIS AGREEMENT made this __17th ___ day of _______, 20_21 by and between the NEW YORK STATE GAMING COMMISSION, an executive agency of the State of New York having an office at One Broadway Center, Post Office Box 7500, Schenectady, New York 12301-7500 (the "Commission"), and [Contractor], having an office at [address] (the "Contractor").

WHEREAS the Commission issued a Request for Proposals ("RFP") on February 1, 2021 soliciting proposals from qualified firms to provide a Video Lottery Terminals, Games, Software and Maintenance, and clarified the requirements of the RFP with questions and answers dated February 23, 2021, March 1, 2021 and March 8, 2021 (collectively, the "RFP"); and

WHEREAS the Contractor submitted a Technical Proposal and a Pricing Proposal for Lot 2 (Qualified Standard Device Supplier) dated [March 17, 2021] (collectively, the "Proposal"), which was deemed to have met the minimum qualifications by Commission's evaluation team;

WHEREAS Lot 2 allows the Contractor the ability to provide Standard Device Video Lottery Terminals ("VLTs") at licensed facilities in the state of New York (the "licensed Video Lottery Gaming facilities") upon selection by the licensed Video Lottery Gaming facility of a product offered by the Contractor subject the restrictions and requirements contained within the RFP;

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises hereinafter set forth, the parties hereto agree as follows:

- 1. Scope of Services. The Contractor agrees to provide the Commission with a VLTs, games, software and maintenance in connection with the operation of the video lottery program at licensed Video Lottery Gaming facilities, as more fully set forth in the RFP and the Proposal. Both the RFP and the Proposal are hereby incorporated into this Contract with the same force and effect as if they were fully set forth herein. Nothing in this agreement shall be construed as a guarantee that the Contractor will be selected to provide a specified number or any VLTs.
- 2. <u>Term.</u> This Contract shall be effective July 1, 2021 through December 31, 2029.
- 3. <u>Regulations</u>. Contractor agrees to familiarize itself with the regulations issued by the Commission concerning the operation of video lottery gaming within the State and to comply with same.
- 4. <u>Licensing</u>. Contractor agrees to submit to licensing procedures established by the Commission and recognizes that satisfactory licensing is a condition of successful performance of the Contract. Failure to maintain the required license shall be cause for termination of the Contract.

5. Financial Arrangements.

a. Compensation. In full consideration for all goods and services specified in the RFP and the Proposal, the Commission agrees to pay, and the Contractor agrees to accept, compensation in accordance with the prices set forth in the Proposal, unless otherwise stated herein. No minimum amount is guaranteed by this Contract and the Contractor shall not have any right to make a claim therefore. Expenditures under this Contract shall not exceed [\$XXXXXXXX].

- i. For purposes New York State Finance Law and Article 34 of the New York State Tax Law, the goods and services specified in the RFP and the Proposal qualify the Contractor to be considered a "licensed lottery sales agent" a "licensed lottery retailer" or a "retailer" as that term is used in Article 34 of the New York State Tax Law, permitting the compensation for services through the retention of a portion of sales revenue.
- ii. The Commission shall each week utilize video lottery central system reports to calculate the amount of net win and the compensation due and owing to the Contractor consistent with the schedule provided by the Contractor in its Pricing Proposal. Upon verification of amounts, the Commission will direct payment to the Contractor either (a) by the Commission directly or (b) by the Video Lottery Facility from lottery receipts through ACH processing. The Commission understands and agrees that it shall be responsible for the Video Lottery Facility's failure to make payment to Contractor as provided herein and that it shall pay Contractor directly in event of such failure.
- The Contractor shall obtain written affirmation from a Video Lottery Gaming Facility accepting the financial responsibility to reimburse the Commission for all costs exceeding the "Average Base Compensation Rate" as defined within the RFP prior to delivery of any games selected by the licensed Video Lottery Gaming Facility. The Commission will not compensate the Contractor any amount in excess of the Average Base Compensation Rate without proof of such affirmation.

b. Liquidated Damages.

i. The Commission may, in its discretion, deduct liquidated damages from the compensation otherwise due to the Contractor when the circumstances which

give rise to a claim for liquidated damages exist. There may be occurrences whereby, in its sole judgement, the Commission determines not to assert its right to claim liquidated damages, and such determination shall not be precedential or prejudice the Commission's option to assert such right in the future.

- ii. The parties agree that the assessment will be made per occurrence for the liquidated damages described in Section 2.17 of the RFP. The parties further agree that the failures described in Section 2.17 of the RFP may result in loss of revenues to the State of New York far in excess of the amount contained in Paragraph A(4) of Section 2.17 and, therefore, liquidated damages claimed for such failures would not necessarily be limited to damages per occurrence. In that instance, the measure of liquidated damages for failures described in Section 2.17 of the RFP shall be the amount of lost revenue to the State of New York reasonably estimated from historical data. For the purposes of this Contract, lost revenue to the State of New York shall be equal to the portion of net proceeds due to education aid, which shall be calculated as total credits played, less credits won, less promotional credits, less sales agent commissions and less administrative and operating expenses of the Commission applicable to the number of video lottery terminals for a comparable period in question. Damages are assessed when the liquidated damages bear a reasonable proportion to actual losses sustained as a result of Contractor's conduct.
- iii. The Commission shall send written notice of such failure to the Contractor within 30 days of the occurrence. Failure to send such notice constitutes a waiver of any and all liquidated damages with regards to the occurrence.
- 6. <u>Consent</u>. The Commission agrees that its consent to the Contractor's assignment of its interest and obligations under the Contract shall not be withheld unreasonably.

- 7. <u>Approvals Required</u>. This Contract, and any extension of the term of this Contract or any amendment of the provisions of this Contract, shall not be effective and binding upon the Commission, the State of New York, or the Contractor unless and until approved by the New York State Attorney General and the State Comptroller. The Commission agrees to exercise its best efforts to obtain such approval.
- 8. <u>Mutual Cooperation</u>. The objectives of this Contract include maximizing the net proceeds to the State of New York from video lottery gaming at reasonable rates of compensation to Contractor through the installation and use of a video lottery terminals, games and software as more fully described in the RFP and the Proposal. The parties agree to cooperate fully and in good faith and to assist each other, to the extent reasonably practicable, in order to accomplish these objectives. Contractor agrees to commit to the level and quality of staffing as specified in its Proposal, and to submit quarterly reports to the Commission specifying current staffing levels, personnel, vacancies and plan for filling vacancies.
- 9. <u>Contractor's Proprietary Rights</u>. The Commission acknowledges the Contractor's proprietary and intellectual property rights in and to Contractor's hardware, system specifications and details set forth in the Proposal and the software heretofore and hereafter created by Contractor for operation of the system on hardware of both the Contractor and the Commission. The Commission further acknowledges that such rights shall survive the expiration or termination of this Contract and agrees to maintain the confidentiality thereof to the extent allowed by law and to render such reasonable assistance as may be necessary to protect and preserve Contractor's interests therein.
- 11. <u>Limitation of Contractor's Lobbying Activities.</u> Contractor agrees to abide by all applicable rules, regulations and laws relating to its lobbying activities in New York. In addition, Contractor agrees to provide, during the term of this Contract or any extensions thereof, written notification, updated quarterly, to the Commission specifying the name, business address and

telephone number of any lobbyist, as that term is defined in Section 1-C of the New York State Lobbying Act (New York State Legislative Law Article 1-A) employed or hired to represent the Contractor within the State of New York on Commission issues. Failure to provide this information to the Commission will constitute a material breach of the terms of this Contract_and be cause for termination.

12. <u>Communication and Contracts</u>. Contractor shall enter into and maintain only authorized communication in regard to the goods and services provided pursuant to this contract with other contractors supplying goods and services to the Commission in furtherance of video lottery gaming within New York State. Contractor agrees to forego entry into any contracts other than this Contract to perform services or supply goods in furtherance of video lottery gaming in New York State unless otherwise approved in writing by the Commission.

13. Termination and Suspension.

- (a) The Commission shall have the right to terminate this Contract for convenience or for any of the following causes:
 - (i) a material breach by the Contractor of any of the provisions of this Contract;
 - (ii) a determination by a court of competent jurisdiction that the Contractor is bankrupt or insolvent;
 - (iii) a good faith determination by the Commission that continuation of the Contract could place the integrity of the Commission in jeopardy; or
 - (iv) a conviction of the Contractor or any of its directors, officers, or employees of any criminal offense connected to the Contractor's business which, in the sole reasonable opinion of the Executive Director of the Commission, would be prejudicial to public confidence in the New York Lottery or the Commission.
 - (v) Grounds for Cancellation. Upon the refusal by a person, when called before a grand jury, head of a state department, temporary state commission or other state

agency, or the organized crime task force in the department of law, which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation, concerning any transaction or contract had with the state, any political subdivision thereof, a public authority or with any public department, agency or official of the state or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract.

Such person, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with the state or any public department, agency or official thereof, for goods, work or services, for a period of five years after such refusal, and to provide also that any and all contracts made with the state or any public department, agency or official thereof, since the effective date of this law, by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be cancelled or terminated by the state without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the state for goods delivered or work done prior to the cancellation or termination shall be paid.

(b) In the event that the Commission decides to exercise the right to terminate this Contract for cause, the Commission shall give the Contractor written Notice of Intention to Terminate for Cause ("Notice"). Such Notice shall state clearly and specifically the cause for which termination is sought, and the Contractor shall be entitled to a period of thirty (30) days from receipt of such Notice to correct or cure the cause so described to the reasonable satisfaction of the Commission

in which case such Notice shall be deemed withdrawn and a nullity. If termination is sought because of a criminal conviction as described in subparagraph (iv) of Paragraph (a) of this section 14, the cause for termination shall be deemed to be cured if the Contractor causes or obtains the dismissal, resignation, retirement, or other removal of the person convicted of such offense during such thirty (30) day period.

- (c) The Commission reserves the right to terminate this Contract in the event it is found that the certification filed by the Contractor in accordance with New York State's State Finance Law § 139-k was intentionally false or intentionally incomplete. Upon such finding, the Commission may exercise its termination right by providing written notice to the Contractor in accordance with the written notice terms of this Contract.
- (d) Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate Commission officials or staff, the Contract may be terminated by the Executive Director or his or her designee at the Contractor's expense where the Contractor is determined by the Executive Director or his or her designee to be non-responsible or nonresponsible. In such event, the Executive Director or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.
- (e) The Executive Director of the Commission or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Executive Director of the Commission or his or her designee issues a written notice authorizing a resumption of performance under the Contract.

15. Conflict of Interest.

- (a) The Contractor has provided a form (Vendor Assurance of No Conflict of Interest or Detrimental Effect), signed by an authorized executive or legal representative attesting that the Contractor's performance of the services does not and will not create a conflict of interest with, nor position the Contractor to breach any other contract currently in force with the State of New York, that the Contractor will not act in any manner that is detrimental to any State project on which the Contractor is rendering services.
- (b) The Contractor hereby reaffirms the attestations made in its Proposal and covenants and represents that there is and shall be no actual or potential conflict of interest that could prevent the Contractor's satisfactory or ethical performance of duties required to be performed pursuant to the terms of this Contract. The Contractor shall have a duty to notify the Commission immediately of any actual or potential conflicts of interest.
- (c) In conjunction with any subcontract under this CONTRACT, the Contractor shall obtain and deliver to the Commission, prior to entering into a subcontract, a Vendor Assurance of No Conflict of Interest or Detrimental Effect form, signed by an authorized executive or legal representative of the subcontractor. The Contractor shall also require in any subcontracting agreement that the subcontractor, in conjunction with any further subcontracting agreement, obtain and deliver to the Commission a signed and completed Vendor Assurance of No Conflict of Interest or Detrimental Effect form for each of its subcontractors prior to entering into a subcontract.
- (d) The Commission and the Contractor recognize that conflicts may occur in the future because the Contractor may have existing, or establish new, relationships. The Commission will review the nature of any relationships and reserves the right to terminate this Contract for any reason, or for cause, if, in the judgment of the Commission, a real or potential conflict of interest cannot be cured.

16. Ticket Purchase and Prize Payment Restrictions. No officer or employee of the Contractor or employee of any subcontractor who is directly involved in game development, has access to game terminals, components that could impact game terminal performance or sensitive information regarding game terminals or software, and no person residing in the same household of such officer or employee shall purchase a New York Lottery video lottery ticket or be paid a prize in any New York Lottery video lottery game. The Contractor shall ensure that this requirement is made known to each officer and employee of the Contractor and any subcontractor. "Subcontractor" is defined as those who play a major role in providing video lottery games and who are employed by the Contractor during the life of the Contract.

17. Confidentiality and Non-Disclosure.

- (a) For the purposes of this section, "Confidential Information" means any information not generally known to the public, whether oral or written, that the Commission identifies as confidential and discloses to the Contractor so that the Contractor can provide services to the Commission pursuant to this Contract. Confidential Information may include, but is not limited to, operational and infrastructure information relating to: bid documents, plans, drawings, specifications, reports, product information; business and security processes and procedures; personnel and organizational data, and financial statements; information system IP addresses, passwords, security controls, architectures and designs; and such other data, information and images that the Commission deems confidential. The Commission will identify written Confidential Information by marking it with the word "Confidential" and will identify oral Confidential Information as confidential at the time of disclosure to the Contractor.
- (b) Confidential Information does not include information that, at the time of Commission's disclosure to the Contractor:
 - (i) is already in the public domain or becomes publicly known through no act of the Contractor;

- (ii) is already known by the Contractor free of any confidentially obligations;
- (iii) is information that the Commission has approved in writing for disclosure; or
- (iv) is required to be disclosed by the Contractor pursuant to law or applicable professional standards, so long as the Contractor provides the Commission with notice of such disclosure requirement and an opportunity to defend prior to any such disclosure.
- (c) The Contractor may use Confidential Information solely for the purposes of providing services to the Commission pursuant to this Contract. The Contractor shall not make copies of any written Confidential Information except as necessary to perform the services required by this Contract, without the express written permission of the Commission. The Commission's disclosure of Confidential Information to the Contractor shall not convey to the Contractor any right or interest in such Confidential Information and the Commission shall retain all right and title to such Confidential Information at all times.
- (d) The Contractor shall hold Confidential Information confidential to the maximum extent permitted by law. The Contractor shall safeguard Confidential Information with at least the same level of care and security, using all reasonable and necessary security measures, devices and procedures that the Contractor uses to maintain its own confidential information.
- (e) Upon written request by the Commission, the Contractor shall return all written Confidential Information to the Commission.
- 18. Records Retention. Records required by this Contract to be retained by the Contractor shall be retained for the periods specified in Appendix A, attached hereto. Such records may be retained in their original form or in any other reliable and readily retrievable format, at the option of the Contractor.
- 19. <u>Notices</u>. All notices required by this Contract shall be sufficient if in writing and sent by certified mail return receipt requested and all other communications shall be sufficient if

communicated in writing to the following addresses or to such other addresses as may be designated from time to time by the parties in writing:

(a) As to the Commission:

Executive Director New York State Gaming Commission One Broadway Center Post Office Box 7500 Schenectady NY 12301-7500

(b) As to the Contractor:

Contact:

Company Name:

Address:

- 20. <u>Liability and Indemnification</u>. The Contractor shall be responsible for all damages to life and property due to the activities of the Contractor, as well as the activities of the subcontractors (if any), agents or employees of the Contractor in connection with the performance of services under this Contract. The Contractor shall indemnify, defend, and save harmless the Commission and the State of New York, and their officers, employees, agents, assigns and retailers from and against any and all third party claims, liabilities, losses, damages, costs, or expenses, including reasonable attorneys' fees, which may be incurred, suffered, or required in whole or in part by an actual or alleged act or omission of:
 - (a) the Contractor, its officers, employees, agents, successors and assigns, and/or
 - (b) a Subcontractor, its officers, employees, agents, successors and assigns.
- 21. <u>Relationship</u>. The relationship of the Contractor to the Commission arising out of this Contract shall be that of an independent contractor. The Contractor, in accordance with its status as an independent contractor, agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the Commission or the State of New York, and that it will not make any claim, demand or application for any right or

privilege applicable to an officer or employee of the Commission or the State of New York, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit. All personnel of the Contractor shall be within the employ of the Contractor only or shall be duly contracted subcontractors of the Contractor, which alone shall be responsible for their work, the direction thereof, and their compensation. Nothing in this Contract shall impose any liability or duty on the Commission or the State, of New York on account of any acts, omissions, liabilities or obligations of the Contractor or any person, firm, company, agency, association, corporation, or organization engaged by the Contractor as expert, consultant, independent contractor, specialist, trainee, employee, servant or agent, for taxes of any nature, including, but not limited to, unemployment insurance and workers' compensation insurance, and the Contractor hereby agrees to indemnify and hold harmless the Commission and the State of New York against any such liabilities.

22. <u>Force Majeure</u>. A Force Majeure occurrence is an event or effect that cannot be reasonably anticipated or controlled. As herein used, "Force Majeure" means fire, explosion, action of the elements, governmental interference, rationing or any other cause which is beyond the control of the party affected and which, by the exercise of reasonable diligence, said party is unable to prevent.

Neither the Contractor nor the Commission shall be liable to the other for any delay in or failure of performance under the Contract resulting from this RFP due to a Force Majeure occurrence. Any such delay in or failure of performance shall not constitute a default or give rise to any liability for damages. The existence of such causes of such delay or failure shall extend the period for performance to such extent as determined by the Commission to be necessary to enable complete performance by the Contractor if reasonable diligence is exercised after the cause of delay or failure has been removed.

- 23. <u>Documents Incorporated</u>. Appendix A, Standard Clauses for New York State Contracts, dated October 2019, the RFP, and the Proposal are hereby incorporated herein and made a part hereof.
- 24. Order of Precedence. Any conflict between the provisions of this Contract and the documents incorporated herein shall be resolved according to the following order of precedence, from the highest to the lowest:
 - (a) Appendix A Standard Clauses for New York State Contracts;
 - (b) Any amendments to the Contract;
 - (c) Contract and appendices;
 - (d) Request for Proposal and any clarifying responses by the Commission;
 - (e) Vendor Proposal and any clarifying responses by the vendor.

25. Miscellaneous Provisions.

- (a) A waiver of enforcement of any provision of this Contract shall not constitute a waiver of any other provision of this Contract nor shall it preclude the affected party from subsequently enforcing such provision.
- (b) This instrument and the documents incorporated herein represent the entire agreement between the Commission and the Contractor, and no modification thereof shall be binding unless the same is in writing and signed by the parties.
- (c) The headings contained in this Contract are intended for ease of reference only and shall not be interpreted to limit or modify any of the provisions of this Contract.
- (d) The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Executive Director of the Commission or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first above written.

CONTRACTOR	NEW YORK STATE GAMING COMMISSION
By: form My Har	By:
Title: James M. Doré, COO	Title:
Date: 3/17/2021	Date:
ATTORNEY GENERAL	COMPTROLLER Thomas P. DiNapoli
By:	Ву:
Title:	Title:
Date:	Date:

Acknowledgement

ACKNOWLED	GEMENT BY INDIVIDUAL		
STATE OF	Ilmois)		
COUNTY OF	Lake) ss.:		
On this	day ofMorch, 2021_, Dove, to me known ar e foregoing instrument and he/she ackr	, before me personally came nd known to me to be the person describ nowledged to me that he/she executed the	ed in and ne same.
	Notary Public		
ACKNOWLED	GEMENT BY UNINCORPORAT	TED ASSOCIATION	
STATE OF III	linok 1		
	,		
COUNTY OF			
that he/she is a me instrument in the fi he/she did duly acl	ember of the firm of <u>Incredible Federal</u> rm name of (A)	before me personally came known to me to be the person described by me, did for himself/herself depose and that he/she executed the fore and that he/she had authority to sign san the same as the act and deed of said firm mentioned therein.	and say going
	Notary Public		
ACKNOWLED	GEMENT BY CORPORATION		
STATE OFIIIino) ss.:		
came <u>James M.</u> he/she resides in <u>N</u> of the <u>Incredible</u> instrument; that he/ corporate seal, that	Naperville, IL; that had not been also as the corporation and the corporation; she knows the seal of said corporation;	20_21 before me personally , being by me duly sworn did depose and ne/she is the <u>COO</u> n described in and which executed the all that the seal affixed to said instrument is pard of Directors of said corporation, and	bove s such a
	Notary Public		

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

PLEASE RETAIN THIS DOCUMENT FOR FUTURE REFERENCE.

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STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

- **1. EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.
- 2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.
- 3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law § 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.
- **4. WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the

Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

- 5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.
- 6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-

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a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

- 7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.
- 8. INTERNATIONAL BOYCOTT PROHIBITION. accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).
- 9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.
- 10. <u>RECORDS</u>. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the

agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

- 11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.
- (b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures. Office of the State Comptroller, 110 State Street, Albany, New York 12236.
- 12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of

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\$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

- (a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;
- (b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and
- (c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a," "b," and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The

contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

- **13.** <u>CONFLICTING TERMS</u>. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.
- **14. GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.
- **15. LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.
- **16. NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.
- 17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.
- 18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by

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any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

- 19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.
- **20.** OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development Division for Small Business Albany, New York 12245 Telephone: 518-292-5100 Fax: 518-292-5884

email: opa@esd.ny.gov

A directory of certified minority- and women-owned business enterprises is available from:

NYS Department of Economic Development Division of Minority and Women's Business Development 633 Third Avenue New York, NY 10017

New York, NY 1001 212-803-2414

email: <u>mwbecertification@esd.ny.gov</u>

https://ny.newnycontracts.com/FrontEnd/VendorSearchPu

blic.asp

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)–(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

- (b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
- (c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and
- (d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.
- 21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5))) require that they be denied contracts which they would otherwise obtain. NOTE: As of October 2019, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.
- **22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS.** Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law § 899-aa and State Technology Law § 208) and commencing March 21, 2020 shall also comply with General Business Law § 899-bb.
- **COMPLIANCE WITH CONSULTANT** 23. DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

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24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. <u>CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.</u>

To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. **IRAN DIVESTMENT ACT**. By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: https://ogs.ny.gov/list-entities-determined-be-non-responsive-biddersofferers-pursuant-nys-iran-divestment-act-2012

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

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(5) Designation of Proprietary Information (Section 1.15)

The following sections and pages of IT's proposal are claimed as Trade Secret and Confidential Information:

Material Exempt from	Section, Page Number of	Reason for Exemption						
Disclosure	Exempt Material							
Volume 1								
Bidder's FEIN	A.1.c. (9), p. 12	PBO § 87.2.(b) – Personal Privacy						
Bidder's strengths in relation to the work defined in this RFP	A.1.a. (13), p.42	PBO § 87.2.(d) – Trade Secret – Information would provide unfair advantage to competitors						
GLI Testing Services Summary	A.1.a. (13), p.44	PBO § 87.2.(d) – Trade Secret – Information would provide unfair advantage to competitors						
Penalties	A.1.a. (15), p.47	PBO §87.2.(a) - exempt as records specifically exempted from disclosure by state or federal statute						
Player Management	A.1.c. (2)(A) - All	PBO § 87.2.(d) – Trade						
System Information	Properties, p. 49	Secret – Proprietary Business Process						
Approximate net win of the bidder's machines or terminals	A.1.c. (2)(A) – All Properties, pp. 49	PBO § 87.2.(d) – Trade Secret – Information would provide unfair advantage to competitors						
References – Phone Numbers and E-mail Addresses	A.1.d, p.52	PBO § 87.2.(d) – Trade Secret – Information would provide unfair advantage to competitors						
Project Management and Staffing	A.1.e, p. 53	PBO § 87.2.(d) – Trade Secret – Information would provide unfair advantage to competitors						
Diversity Plan	A.1.f, p. 59	PBO § 87.2.(d) – Trade Secret – Information would provide unfair advantage to competitors						
	Volume 2							
GLI Testing Services Summary	Executive Summary, p. 82	PBO § 87.2.(d) – Trade Secret – Information would						



	T	.1 0 1
		provide unfair advantage to
		competitors
MWBE Utilization Plan	Appendix J-4, p. 133	PBO § 87.2.(d) – Trade
Form		Secret – Information would
		provide unfair advantage to
		competitors
Participation Opportunities	Appendix L, p. 144	PBO § 87.2.(d) – Trade
for New York State		Secret – Information would
Service-Disabled Veteran		provide unfair advantage to
Owned Businesses		competitors
Hartford Fire Insurance	Appendix Q, p. 174	PBO § 87.2.(d) – Trade
Company Financial		Secret – Information would
Statement		provide unfair advantage to
		competitors
Compensation Information	Appendix S, Exhibit 14	PBO § 87.2.(b) – Personal
		Privacy
Date of Birth	Appendix S, p. 4	PBO § 87.2.(b) – Personal
		Privacy
Date of Birth	Appendix S, p. 5	PBO § 87.2.(b) – Personal
		Privacy
Date of Birth and Social	Appendix S, p. 10	PBO § 87.2.(b) – Personal
Security Number		Privacy
Debt Balance	Appendix S, Exhibit 18	PBO § 87.2.(d) – Trade
		Secret – Incredible
		Technologies, Inc. is a
		privately held company.
Financial Institutions	Appendix S, Exhibit 20	PBO § 87.2.(d) – Trade
		Secret – Incredible
		Technologies, Inc. is a
		privately held company.
Regulatory Action	Appendix S, Exhibit 24	PBO §87.2.(a) - exempt as
		records specifically
		exempted from disclosure
		by state or federal statute
Financial Statements	Appendix S, Exhibits 30 C,	PBO § 87.2.(d) – Trade
	30D and 30 E	Secret – Incredible
		Technologies, Inc. is a
		privately held company.
SAS Letters	Appendix S, Exhibit 30 I	PBO § 87.2.(d) – Trade
		Secret – Incredible
		Technologies, Inc. is a
		privately held company.
		principality.



T D (A 1: C E 1:1:4:22	PDO 607.2 ()
Tax Returns	Appendix S, Exhibit 32	PBO §87.2.(a) - exempt as
		records specifically
		exempted from disclosure
		by state or federal statute
Response to Specifications	H. Memory Capacity and	PBO § 87.2.(d) – Trade
	Expansion, pp 211	Secret – Proprietary
		Business Information
Response to Specifications	S. Logic and Electronics	PBO § 87.2.(d) – Trade
	Area, pp 220	Secret – Proprietary
		Business Information
	Volume 3	
Pricing Proposal	A.3.a, p 5	PBO § 87.2.(d) – Trade
		Secret – Proprietary
		Business Information
Marketing Catalog	p. 6	PBO § 87.2.(d) – Trade
		Secret – Proprietary
		Business Information
Interactive Gaming	p. 44	PBO § 87.2.(d) – Trade
Catalog		Secret – Proprietary
		Business Information



(6) Disclosure of Litigation and Other Information (Section 1.19)

There is no pending or litigation that will likely be initiated, or administrative or regulatory proceedings or similar matters involving Incredible Technologies, Inc. that could materially affect Incredible Technologies, Inc.

Neither Incredible Technologies, Inc. nor any of its owners, officers, directors or partners have ever been convicted of a felony.

INFINITY®, INFINITY V55®, EDGE ™, ITS®, INCREDIBLE TECHNOLOGIES®, IT®, and IT INCREDIBLE TECHNOLOGIES® are the properties of



(7) Conflict of Interest Disclosure (Section 1.20)

Incredible Technologies, Inc. does not maintain or contemplate a relationship with any other person or entity, including any relationships with any member, shareholder of five (5) percent or more, parent, subsidiary, or affiliated business, which would constitute an actual or potential conflict of interest or appearance of impropriety, relating to the other clients/customers of Incredible Technologies, Inc. or former officers and employees of the Commission, in connection with rendering services enumerated in this RFP.

It is not just the products that make IT a successful business and an extraordinary brand. It is the integrity of our actions. Integrity is the essential ingredient to our success. It inspires our work and strengthens our reputation as a Company that always does the right thing. Doing the right thing at all times is a standard to which we must hold ourselves and each other.

Accordingly, IT has established a Gaming Compliance Plan (the "Compliance Plan") designed to perform due diligence; to determine the suitability of relationships with other entities and individuals; and to review, monitor and ensure continuing compliance by IT with the laws and regulations of any jurisdiction, in which IT may conduct gaming business. As part of the Compliance Plan, IT has created the Gaming Compliance Committee ("Compliance Committee"), which includes the appointment of the Compliance Officer by the Board of Directors.

The Compliance Officer is responsible for overseeing the implementation and administration of the Compliance Plan and an internal reporting system established pursuant to IT's Code of Business Conduct and Ethics (the "Code of Conduct"). The Code of Conduct includes specific Conflict of Interest situations and disclosure requirements. Further, IT has an established an internal reporting system whereby regulatory violations can be reported anonymously. An online reporting form is accessible to any employee for reporting a suspected violation.

IT is committed to maintaining a culture of compliance that promotes the highest standards of honesty and integrity. To sustain this type of culture, IT relies on each and every one of our Directors, Officers, employees, contractors and agents to follow the IT's Compliance Policies, and all applicable laws, rules or regulations. Willful violations of any provision of the Company's Compliance Policies are grounds for termination of employment. Employees are encouraged to never hesitate to come forward with a good faith report.

As it specifically relates to this RFP, the Compliance Officer will identify each individual responsible for rendering the services enumerated in this RFP. Each identified individual will be provided a copy of, "Appendix M: Vendor Assurance of No Conflict of Interest or Detrimental Effect Form" provided with this RFP, and will be instructed that strict adherence to the policy is mandatory in compliance with the Code of Conduct and Anti-Corruption Policy.

Should Incredible Technologies, Inc. be made aware of a violation of the policy set forth in Appendix M, the Commission will be notified, in writing, within two (2) business days of such

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violation. Any and all individuals involved with the potential violation will be immediately removed from any work associated with rendering the services enumerated in this RFP, pending the outcome of an investigation performed by the Compliance Officer.

In addition, neither Incredible Technologies, Inc., not any of its members, shareholders of five (5) percent or more, parents, subsidiaries, or affiliates have been the subject of any investigation or disciplinary action by the New York State Joint Commission on Public Ethics or its predecessor State entities.



(8) Certifications and representations, as required by this RFP and listed in the Document Submittal Checklist

APPENDIX C - BIDDER/OFFERER DISCLOSURE/CERTIFICATION FORM



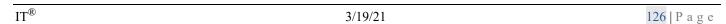
BIDDER/OFFERER DISCLOSURE/CERTIFICATION FORM

CONTRACT/PROJECT DESCRIPTION: New York Lottery Video Lottery Games
CONTRACT/PROJECT NUMBER: #C202017
RESTRICTED PERIOD FOR THIS PROCUREMENT: February 5, 2021 through approval of the Office of the

PERMISSABLE CONTACTS:	Stacey Relation and Alysan Bowers
restrictions regarding permissible	ns that it understands and agrees to comply with the procedures on procurement lobbying contacts in the restricted period for a procurement contract in accordance with State Finance agree
	E OF PRIOR NON-RESPONSIBILITY DETERMINATIONS Pursuant to Procurement Lobbying Law
(SFL §139-j) (a) Has any Governmental I Procurement Contract in the ☐ Yes	Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the previous four years?
If yes, please answer the fol	
(c) If "Yes" was the basis f governmental entity? ☐ Yes	or the finding of non-responsibility due to the intentional provision of false or incomplete information to a □ No
	ails regarding the finding of non-responsibility:
Date of Finding of Non-Res	
Basis of Finding of Non-Re	sponsibility (attach additional sheets if necessary):
If yes, provide details: Governmental Entity: Date of Termination or With Basis of Termination of With Basis of With	nholding of Contract:
	ation provided to the Agency with respect to State Finance Law §§139 (j) and 139 (k) is complete n violation of State Finance Law §§139 (j) and 139 (k), the contract will result in termination.
Name of Contractor's Firm/Compa	ny: Incredible Technologies, Inc.
Contractor Address:	200 Corporate Woods Parkway Vernon Hills, IL 60061
Contractor's signature:	I understand that my signature represents that I am signing and responding to both certifications listed above
Print Name:	James M. Doré
Occupation of Person signing this fo	orm: COO
Email Address:	JDore@itsgames.com



APPENDIX D - NON-COLLUSIVE BIDDING CERTIFICATION



Non-Collusive Bidding Certification Required By Section 139-D of the State Finance Law

By submission of this bid, bidder and each person signing on behalf of bidder certifies, under penalty of perjury, that to the best of his/her knowledge and belief:

- [1] The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;
- [2] Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and
- [3] No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A BID SHALL NOT BE CONSIDERED FOR AWARD NOR SHALL ANY AWARD BE MADE WHERE [1], [2], [3] ABOVE HAVE NOT BEEN COMPLIED WITH; PROVIDED HOWEVER, THAT IF IN ANY CASE THE BIDDER(S) CANNOT MAKE THE FORGOING CERTIFICATION, THE BIDDER SHALL SO STATE AND SHALL FURNISH BELOW A SIGNED STATEMENT WHICH SETS FORTH IN DETAIL THE REASONS THEREFORE:

[AFFIX ADDEDUM TO THIS PAGE IF SPACE IS REQUIRED FOR STATEMENT.]

Subscrib	ed to under penalty	of perjury under the laws of the State of New York, this
17th	day _March	, 20 21 as the act and deed of said corporation.
_James M	I. Doré, COO	
Title		
	M 6	



APPENDIX E - NYS VENDOR RESPONSIBILITY QUESTIONNAIRE



The submission of the attached Vendor Responsibility Questionnaire is required with your bid.

You must include your ten-digit Vendor ID identifier number issued by New York State. Please insert the Vendor ID number on the top right corner of pages 2-10 of the questionnaire.

If you have previously submitted a New York State Vendor Questionnaire that was signed less than one year ago in connection with another State solicitation or contract, and there are no material changes to that questionnaire, you may submit an Affidavit of No Change along with a copy of the previously completed Vendor Questionnaire.

You are encouraged to complete the questionnaire online. By doing so, you will not be required to complete the questionnaire for future contracts with New York State agencies, so long as you certify the information every six months.

If you are interested in completing the online questionnaire, please visit the following website for additional information:

https://www.osc.state.ny.us/vendrep/

your bid.	se sign below and return only this page with
Complete the below only if you have filed your complete the attached questionnaire.	questionnaire online, otherwise, please
Incredible Technologies, Inc.	Junea M. Doni
Contractor Name (print)	Signature
Incredible Technologies, Inc.	3/17/2021
Company Name	Date



APPENDIX I – ENCOURAGING USE OF NEW YORK STATE BUSINESSES IN CONTRACT PERFORMANCE

Χ

ENCOURANGING USE OF NEW YORK STATE BUSINESSES IN CONTRACT PERFOMANCE

New York State businesses have a substantial presence in State contacts and strongly contribute to the economies of the state and the nation. In recognition of their economic activity and leadership in doing business in New York State, bidders/proposers for this contract for commodities, services or technology are strongly encouraged and expected to consider New York State businesses in the fulfillment of the requirements of the contract. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles.

Bidders/proposers need to be aware that all authorized users of this contract will be strongly encouraged, to the maximum extend practical and consistent with legal requirements, to use responsible and responsive New York State businesses in purchasing commodities that are of equal quality and functionality and in utilizing services and technology. Furthermore, bidders/proposers are reminded that they much continue to utilize small, minority and womenowned businesses, consistent with current State law.

Utilizing New York State businesses in State contracts will help create more private sector jobs, rebuild New York's infrastructure, and maximize economic activity to the mutual benefit of the contractor and its New York State business partners. New York State businesses will promote the contractor's optimal performance under the contract, thereby fully benefiting the public sector programs that are supported by associated procurements.

Public procurements can drive and improve the State's economic engine through promotion of the use of New York businesses by its contractors. The State therefore expects bidders/proposers to provide maximum assistance to New York businesses in their use of the contract. The potential participation by all kinds of New York businesses will deliver great value to the State and its taxpayers.

Bidders/proposers can demonstrate their commitment to the use of New York State businesses by responding to the question below:

Will New York State Businesses be used in the performance of this contract?

	Yes	No
If yes, identify New York State businesses that will be used and attach identif	ying infor	mation.
Firm Name: Incredible Technologies, Inc.		



APPENDIX J-2 - WORK FORCE EMPLOYMENT STAFFING PLAN

WORK FORCE EMPLOYMENT STAFFING PLAN												
Project/RFP Title RFP - C202017 New York Lottery Video Games Location of Contract Various												
									Zip			
Contractor/F	irm Name	Incredib	le Techno	logies, Inc.			Address	200 Cd	orporate Wo	ods Parkw	ay, Vernon Hills,	IL 60061
							-				State	Zip
Check applicable categories (1) Staff Estimates include: (2) Type of Contract: Contract/Project Staff X Total Work Force X Subcontractors Construction Counsultants Commodities Services/Consultants												
Total Anticipated Work Force Total Percent							Total Percent	Total Percent				
Federal	Total Nu	umber of	E	Black			Asian or P	acific	Native A	merican/	Minority	Female
Occupational	Empl	oyees	(Not o	f Hispanic	His	panic	Island	Islander Alaskan Nati			Employees Employees	Employees
Category				rigin)								
	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female		
Officials/Admin	29	11	4	0	0	0	0	2	2	0	20%	27.5%
Professionals	85	24	1	2	8	5	9	2	0	1	26%	22%
Technicians	47	4	4	1	4	1	1	0	1	0	24%	8%
Sales Workers	10	1	0	0	0	0	1	1	0	0	18%	9%
Office & Clerical	6	16	0	1	2	3	0	0	0	0	27%	73%
Craft Workers	0	0	0	0	0	0	0	0	0	0	0%	0%
Operatives	0	0	0	0	0	0	0	0	0	0	0%	0%
Laborers	10	15	0	0	8	15	1	0	0	0	96%	60%
Service Workers	0	0	0	0	0	0	0	0	0	0	0%	0%
TOTALS	187	71	9	4	22	24	12	5	3	1	31%	28%
Company Official's Name James M. Doré TitleCOO												

Date 3/17/2021

Suna M. Do

847-870-7027

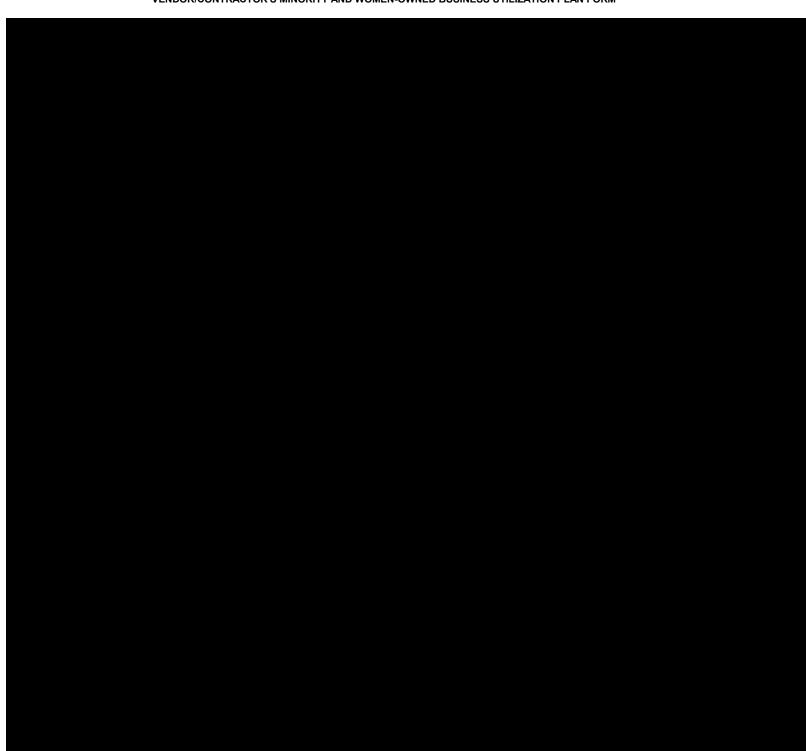
Company Official's Signature

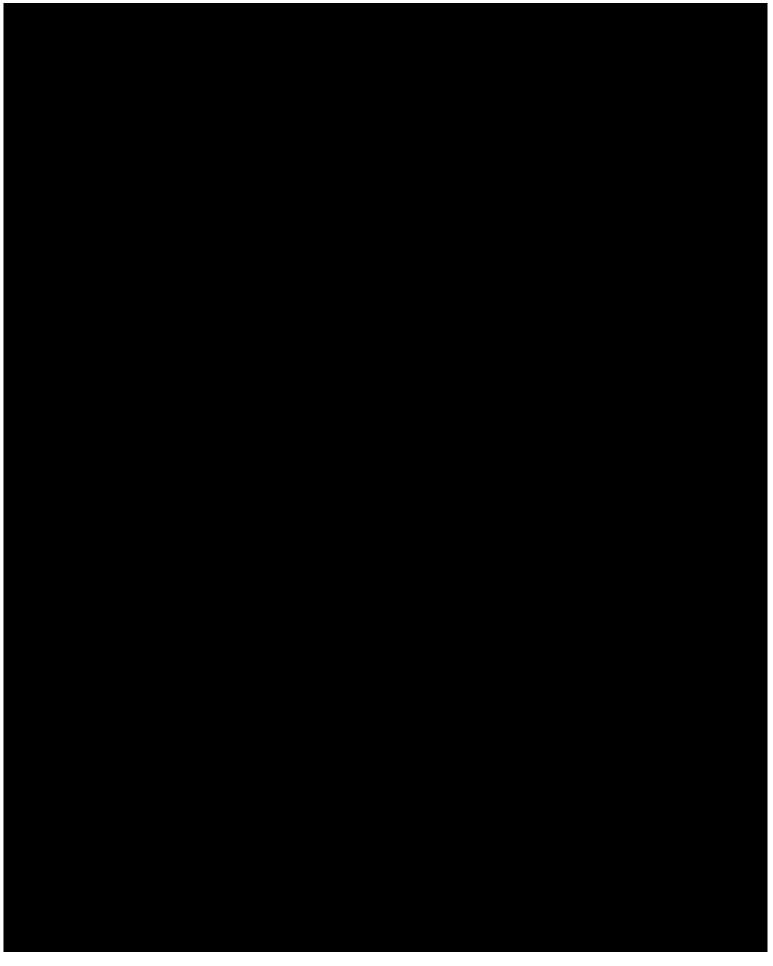
Telephone Number __



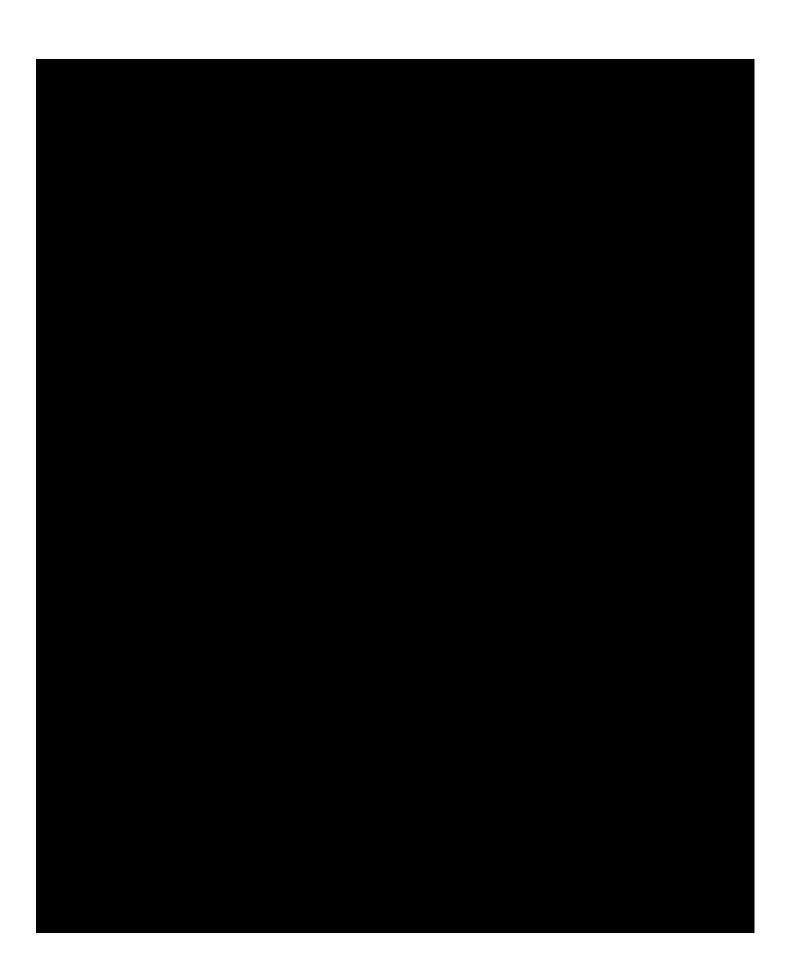
APPENDIX J-4 – MWBE UTILIZATION PLAN FORM

NEW YORK STATE GAMING COMMISSION VENDOR/CONTRACTOR'S MINORITY AND WOMEN-OWNED BUSINESS UTILIZATION PLAN FORM



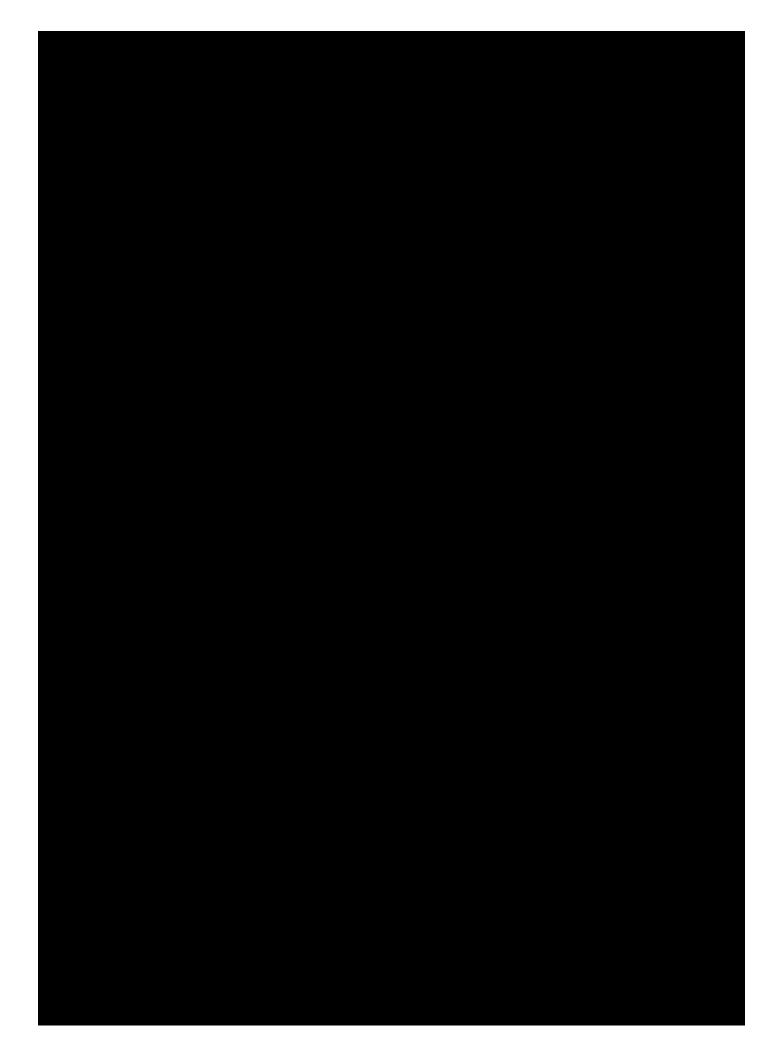


MWBE 101 (06/14) Page 2 of 2

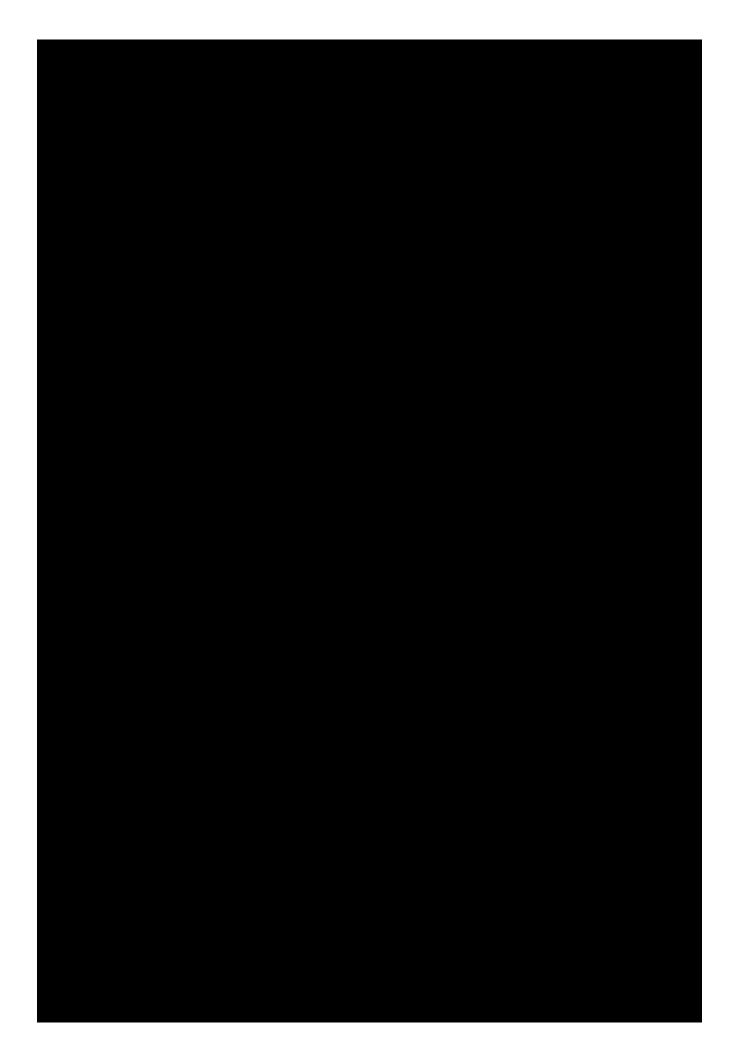












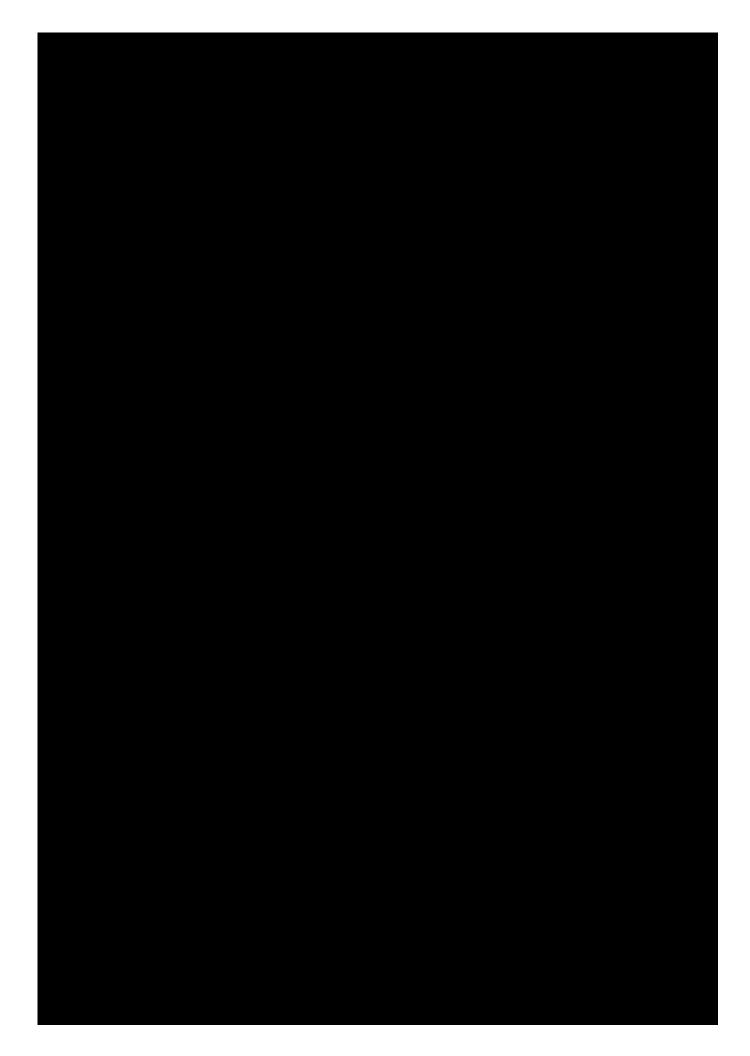


APPENDIX L – PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE SERVICE-DISABLED VETERAN OWNED BUSINESSES

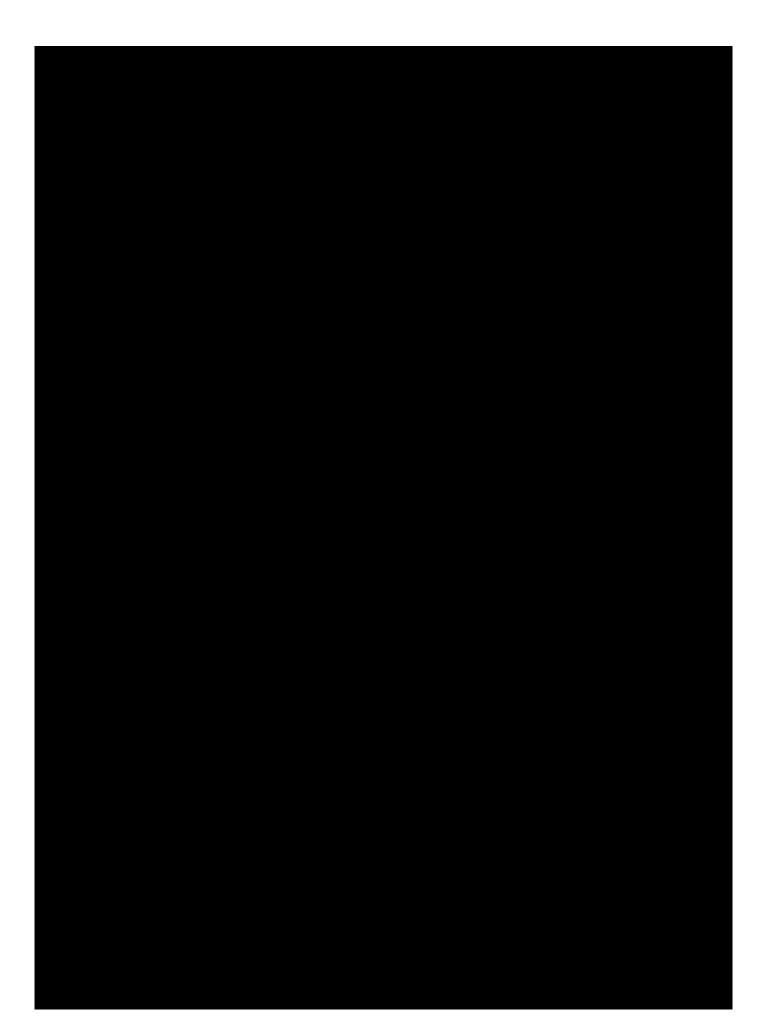




SDVOB 200 (01/18) Page 2 of 2













APPENDIX M – VENDOR ASSURANCE OF NO CONFLICT OF INTEREST OR DETRIMENTAL EFFECT



Vendor Assurance of No Conflict of Interest or Detrimental Effect

The Firm offering to provide services pursuant to this [RFP/Contract], as a contractor, joint venture contractor, subcontractor, or consultant, attests that its performance of the services outlined in this [RFP/Contract] does not and will not create a conflict of interest with nor position the Firm to breach any other contract currently in force with the State of New York.

Furthermore, the Firm attests that it will not act in any manner that is detrimental to any State project on which the Firm is rendering services. Specifically, the Firm attests that:

- 1. The fulfillment of obligations by the Firm, as proposed in the response, does not violate any existing contracts or agreements between the Firm and the State;
- 2. The fulfillment of obligations by the Firm, as proposed in the response, does not and will not create any conflict of interest, or perception thereof, with any current role or responsibility that the Firm has with regard to any existing contracts or agreements between the Firm and the State;
- 3. The fulfillment of obligations by the Firm, as proposed in the response, does not and will not compromise the Firm's ability to carry out its obligations under any existing contracts between the Firm and the State;
- 4. The fulfillment of any other contractual obligations that the Firm has with the State will not affect or influence its ability to perform under any contract with the State resulting from this RFP;
- 5. During the negotiation and execution of any contract resulting from this RFP, the Firm will not knowingly take any action or make any decision which creates a potential for conflict of interest or might cause a detrimental impact to the State as a whole including, but not limited to, any action or decision to divert resources from one State project to another;
- 6. In fulfilling obligations under each of its State contracts, including any contract which results from this RFP, the Firm will act in accordance with the terms of each of its State contracts and will not knowingly take any action or make any decision which might cause a detrimental impact to the State as a whole including, but not limited to, any action or decision to divert resources from one State project to another;
- 7. No former officer or employee of the State who is now employed by the Firm, nor any former officer or employee of the Firm who is now employed by the State, has played a role with regard to the administration of this contract procurement in a manner that may violate section 73(8)(a) of the State Ethics Law; and
- 8. The Firm has not and shall not offer to any employee, member or director of the State any gift, whether in the form of money, service, loan, travel, entertainment,

hospitality, thing or promise, or in any other form, under circumstances in which it could reasonably be inferred that the gift was intended to influence said employee, member or director, or could reasonably be expected to influence said employee, member or director, in the performance of the official duty of said employee, member or director or was intended as a reward for any official action on the part of said employee, member or director.

Firms responding to this [RFP/Contract] should note that the State recognizes that conflicts may occur in the future because a Firm may have existing or new relationships. The State will review the nature of any such new relationship and reserves the right to terminate the contract for cause if, in its judgment, a real or potential conflict of interest cannot be cured.

Name, Title: James M. Doré, COO

Signature: June M. Date: 3/17/2021

This form must be signed by an authorized executive or legal representative.



APPENDIX N - STATEMENT ON SEXUAL HARRASSMENT

Statement on sexual harassment

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.

Contractor certifies that this statement provided to the Agency with respect to State Finance Law §139 (l) is complete, true and accurate.

James M. Doré	
Authorized Signatory	
June M. Doni	
Signature	
_ COO	
Title	
Incredible Technologies, Inc.	
Company Name	



APPENDIX O – ANTI-DISCRIMINATION EO 177 CERTIFICATION

Anti-Discrimination EO 177 Certification

The New York State Human Rights Law, Article 15 of the Executive Law, prohibits discrimination and harassment based on age, race, creed, color, national origin, sex, pregnancy or pregnancy-related conditions, sexual orientation, gender identity, disability, marital status, familial status, domestic violence victim status, prior arrest or conviction record, military status or predisposing genetic characteristics.

The Human Rights Law may also require reasonable accommodation for persons with disabilities and pregnancy-related conditions. A reasonable accommodation is an adjustment to a job or work environment that enables a person with a disability to perform the essential functions of a job in a reasonable manner. The Human Rights Law may also require reasonable accommodation in employment on the basis of Sabbath observance or religious practices.

Generally, the Human Rights Law applies to:

- all employers of four or more people, employment agencies, labor organizations and apprenticeship training programs in all instances of discrimination or harassment;
- employers with fewer than four employees in all cases involving sexual harassment; and,
- any employer of domestic workers in cases involving sexual harassment or harassment based on gender, race, religion or national origin.

In accordance with Executive Order No. 177, the Bidder hereby certifies that it does not have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected status under the Human Rights Law. 3

Executive Order No. 177 and this certification do not affect institutional policies or practices that are protected by existing law, including but not limited to the First Amendment of the United States Constitution, Article 1, Section 3 of the New York State Constitution, and Section 296(11) of the New York State Human Rights Law.

Contractor:	
By: Junea M.	Dri'
Name: James M. Doré	
Title: COO	
Title. Occ	
Date: <u>March</u>	<u>17,</u> 20 <u>21</u>



APPENDIX P - INSURER QUALIFICATION AND INSURANCE **REQUIREMENTS**

Pursuant to Section 2.15 of this RFP, Incredible Technologies understands, acknowledges and agrees that if awarded a Contract pursuant to this solicitation, it will comply with the insurance requirements stated in Appendix P.



APPENDIX Q - BOND REQUIREMENTS



Bond No. 84BSBIQ1304

LITIGATION BOND

KNOW ALL BY THESE PRESENTS: That we, Incredible Technologies, Inc., as Principal (hereinafter referred to as "Principal") and the Hartford Fire Insurance Company, as Surety (hereinafter referred to as "Surety") are held and firmly bound jointly and severally unto the New York State Gaming Commission as Obligee (hereinafter referred to as "Obligee") in the sum of Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00) to which payment will and truly to be made, we hereby bind ourselves, our successors, and assigns, firmly by these presents.

WHEREAS, the Obligee issued a Request for Proposal (hereinafter referred to as "RFP") for New York Lottery Video Lottery Games C202017 dated February 5, 2021 for and in response to the RFP the Principal has submitted a proposal to the Obligee for Lot 2 – Qualified Standard Device Suppliers – lease, installation and maintenance of Video Lottery Terminals.

WHEREAS, the RFP requires the Principal to submit with its proposal a litigation bond in the amount of Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00).

NOW, THEREFORE, the condition of this obligation is such that in the event that: (i) Principal brings any legal action against the Obligee (including any individual member thereof or any employees of the Obligee) related to the award of the contract pursuant to the RFP; and (ii) the Obligee is the prevailing party at the conclusion of the litigation, then the Obligee shall have reason to file claim against this bond to recover damages due to such suit brought by the Principal.

This obligation shall remain in full force and effect for two (2) years from the bid submission date; however, the Principal may request and the Obligee may grant (but shall not be required to grant) a release of the bond after six (6) months from the bid submission date in return for a release and covenant not to sue in a form acceptable to the Obligee.

In no event shall the liability of the Surety exceed the penal sum stated herein.

IN WITNESS WHEREOF, the above parties have executed this instrument under their seals this 15th day of March, 2021.

Principal: Incredible Technologies, Inc.

GE1FF0B16BE3472...

BY: Elaine A. Hodgson, President and Chief Executive

Officer

Surety: Hartford Fire Insurance Company

BY: Nora Rodriguez, Attorney in Fact

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD BOND, T-11 One Hartford Plaza

Hartford, Connecticut 06155 bond.claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835 Agency Code: n/a (Philadelphia Bond Dept)

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Х	Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
X	Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
X	Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
	Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
	Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
	Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
	Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
	Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of unlimited:

> Scott A. Bombard, Christina A. Scantland, Jamie Garofalo, Nora Rodriguez, Kylee A. Lantz, Brea Sinnott, Shaun Donahue, Patrick Johnson, Seira Bonney of

King of Prussia, PA

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by [X], and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Julie Morris, Assistant Secretary

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT

COUNTY OF HARTFORD

Hartford

On this 11th day of January 2016, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.

> Kathleen T. Maynard Kathleen T. Maynard

Notary Public My Commission Expires July 31, 2021

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of March 15, 2021 Signed and sealed at the City of Hartford.

















Kevin Hecker of ann Meum

STATE OF NEW YORK

COUNTY OF		
On this	day of	before me personally appeared
	to be know	wn, who, being by me duly sworn, did depose and
say; that he/she resides at		, that he/she is the
executed the within insurance instrume	ent; that he/she knows eal; that is was so affix hereto by like order.	the corporation described in and which the seal of said corporation; that the seal affixed ed by the Board of Directors of said corporation;
ACKNOWLEDG		L - IF INDIVIDUAL OR FIRM
STATE OF NEW YORK COUNTY OF ss		
On this	day of	before me personally appeared
		to me know to be (the individual) (one of the firm
ofthereupon acknowledged to me that he	e/she executed the sa	nd who executed the within instrument and he/she me (as the act and deed of said firm).
ACKNO	OWLEDGMENT OF S	
STATE OF Florida COUNTY OF Seminole	ss	
On this March 15, 2021	, before me perso	nally cameRodriguez
to me known, who, being by me duly s	worn, did depose and	say; that he/she resides in
executed the above instrument; that he instrument is such corporate seal; that he/she signed his/her name thereto by Superintendent of Insurance of the State of New York, issued to	e/she knows the seal of is was so affixed by the like order; and the affixed of New York, has, artford Fire I have qualification of said antor, and the propriet	the corporation described in which of said corporation; that the seal affixed to said the Board of Directors of said corporation; and that fiant did further depose and say that the pursuant to Section 1111 of the Insurance Law of Insurance Company

HARTFORD FIRE INSURANCE COMPANY

Hartford, Connecticut

Financial Statement, June 30, 2020
Statutory Basis

ASSETS LIABILITIES

U.S. Government Bonds	\$	810,334,151	Reserve for Claims	\$	
Bonds of Other Governments		113,077,589	and Claim Expense		9,159,938,345
State, County Municipal			Reserve for Unearned Premiums		2,145,954,735
Miscellaneous Bonds		6,568,230,658	Reserve for Taxes, License		
Stocks		5,505,599,275	and Fees		36,878,368
Short Term Investments	_	821,553,753	Miscellaneous Liabilities	_	1,825,992,832
	\$_	13,818,795,426	Total Liabilities	\$	13,168,764,280
Real Estate	\$	320,512,303	Capital Paid In \$ 55,320,000		
Cash		72,828,905	Surplus 10,690,463,360		
Agents' Balances (Under 90 Day)		3,050,242,982			
Other Invested Assets		3,819,762,345	Surplus as regards Policyholders	\$	10,745,783,360
Miscellaneous		2,832,405,679	Total Liabilities, Capital	-	
Total Admitted Assets	\$_	23,914,547,640	and Surplus	\$	23,914,547,640
	-			-	

STATE OF FLORIDA
SEMINOLE COUNTY
CITY OF LAKE MARY

ss.

Joelle L. LaPierre, Assistant Vice President and Shelby Wiggins, Assistant Secretary of the Hartford Fire Insurance Company, being duly sworn, each deposes and say that the foregoing is a true and correct statement of the said company's financial condition as of June 30, 2020.

Subscribed and sworn to before me this 28th day of August, 2020.

Assistant Vice President

Notary Public

JESSICA CICCONE

MY COMMISSION # GG077453

EXPIRES June 20, 2021

Assistant Secretary



APPENDIX S – VIDEO LOTTERY GAMING APPLICATION FOR AGENT/VENDOR



VIDEO LOTTERY GAMING APPLICATION FOR:

- AGENT
- VENDOR

Agent/Vendor Name: Incredible Technologies, Inc. Date Received: 3/19/2021

IMPORTANT

FAILURE TO ANSWER ANY QUESTION ON THIS FORM COMPLETELY AND TRUTHFULLY MAY RESULT IN DENIAL OF YOUR APPLICATION.

I. COMPLETING THIS FORM:

- a. You must make accurate statements and include all material facts. <u>Any misrepresentation</u>, <u>or the failure to provide requested information</u>, <u>may result in the denial of your application</u>.
- b. Read each question carefully prior to answering. Answer every question completely. Do not leave blank spaces. If a question does not apply to you or you have nothing to disclose, indicate "**Does Not Apply**" in response to that question. Failure to provide a response to every question could result in the denial of your application.
- c. If the space available is insufficient to respond to a question, supply the required information on an attachment page and clearly identify which question you are answering.
- d. If you make any modification to the pre-printed questions or information contained in this form, your application may be denied. Once your application is submitted, it becomes the property of the New York State Gaming Commission and will not be returned.

II. BE SURE:

- a. You sign the <u>Statement and Authorization</u> at the end of this form in the presence of a notary public or other person authorized to authenticate your signature.
- b. All Attachments/Exhibits are catalogued by appropriate question number and alpha index.
- c. You retain a completed copy of your application for your own records.

PLEASE PRINT OR TYPE THE ANSWERS TO THE FOLLOWING QUESTIONS IN THE SPACES PROVIDED

APPLICANT DATA

1)	NAME:	Incredible 1	Technologi	es, Inc.					
2)	BUSINESS ADDRESS:	200 Corpor	ate Woods	s Parkway, Vern	on Hills, IL 60061				
		NUMBER AND		7.	CITY/TOWN		STA	TE	ZIP/POSTAL CODE
	MAILING ADDRESS: (IF DIFFERENT THAN BUSINESS ADDRESS)	Same as a			CITY/TOWN		STA	TE	ZIP/POSTAL CODE
3)	BUSINESS TELEP	HONE NO:			FAX				
,			847-870	-7027	NUMBER:	847-870	-0120		
			(AREA CODE)	(NUMBER)		(AREA CODE)	(NUMBEF	₹)	
4)	E-MAIL CONTACT	: gaminglicens	sing@itsga	mes.com_WE	B SITE (if applicable): W	ww.itsgam	es.com		· · · · · · · · · · · · · · · · · · ·
5)	Applying for qualification in connection with (please check one):								
		1 20 13 0 1			A 11 41				
			•	ming Agent Lice	• •				
			₋ottery Gar	ning Vendor Lic	ense Application				
		THER							
	(Specify)				_			
6)	If enterprise named above is not an applicant in connection with number 5, please list below the name of the Enterprise applying for the license.								
	Does Not Apply								
7)	Attach a copy of the certificate of incorporation, charter, by-laws, partnership agreement, trust agreement or other documentation relating to the legal organization of the applicant or licensee. Please see Exhibit 7 - Articles of Incorporat								
8)	A description of an intermediary or sub			businesses eng	aged in by the appl	icant or lice	ensee and	any	holding,
	DATES NA	AMES & ADDRE	SS OF PRE	SENT &	DESCRIPTION O	F RELATION			RENT US OF TIONSHIP

Please see attached Exhibit 8 - Subsidiaries and Affiliates

9) A description of the nature, type, number of shares, terms, conditions, rights and privileges of all classes of stock issued by the applicant or licensee, if any, or which the applicant or licensee plans to issue.

NO. OF SHARES	NATURE/ TYPE	TERMS	CONDITIONS	RIGHTS	PRIVILEGES
43,911	Common	None	None	Voting	None
42,189	Common	None	None	Voting	None

10) List the name, address, date of birth, number and percentage of shares held by each person or entity having at least a ten (10) percent ownership interest in any non-voting stock.

NAME	ADDRESS	DATE OF BIRTH	NUMBER AND PERCENTAGE OF SHARES
N/A			31 J. W. W. L. S.

11) List the name, home address, date of birth, current title or position and, if applicable, percentage of ownership for the following persons at the date of the application: (1) Each officer, director or trustee; (2) Each owner, or partner, including all partners whether general, limited or otherwise; (3) Each beneficial owner of outstanding voting securities.

NAME	HOME ADDRESS	DATE OF BIRTH	CURRENT TITLE OR POSITION	PERCENTAGE OF OWNERSHIP
Elaine A. Hodgson	9101 Alta Drive, Unit 701 Las Vegas, NV 89145		Shareholder/Chairperson/ Treasurer/President/ CEO	51%
Richard A. Ditton	2747 Paradise Road, #3404 Las Vegas, NV 89109		Shareholder/Secretary/ Executive Vice President	49%
James M. Doré	720 Prairie Avenue Naperville, IL 60540		coo	0%

¹²⁾ Attach a flow chart which illustrates the ownership of any other entity or parent company which holds an interest in the filing applicant or licensee. Does Not Apply

13) List the name, last known address, date of birth, position, date the position was held, and reason for leaving for any former officers or directors who held such office during the preceding ten (10) years.

				DAT	ΓES	
NAME	LAST KNOWN ADDRESS	DATE OF BIRTH	POSITION	FROM: (MO/YR)	TO: (MO/YR)	REASON FOR LEAVING
James M. Doré	720 Prairie Avenue Naperville, IL 60540		CFO	10/99	12/15	Relinquished title, but remained employed and an officer of the company.

14) List the annual compensation of each partner, officer, director and trustee.

NAME	POSITION	ANNUAL COMPENSATION
Elaine A. Hodgson	Shareholder/Chairperson/Treasurer/President/CEO	Please see attached Exhibit 14 - Employee
Richard A. Ditton	Shareholder/Secretary/Executive Vice President	Salaries over \$75,000
James M. Doré	coo	

15) List the name, home address, date of birth, position, length of time employed and the amount of compensation of each person other than the persons identified in fourteen (14) above, currently expected to receive annual compensation including salaries, bonuses, and profit sharing of more than \$75,000.

NAME HOME ADDRESS DATE POSITION LENGTH	
OF	
Please see attached Exhibit 14 - Employee Salaries over \$75,000	

16) Attach description of all bonus, profit sharing, pension, retirement, deferred compensation or similar plans. Please see attached Exhibit 16 - Bonuses and Similar Plans

17) If the applicant or licensee is a partnership, LLC, list a description of the interest held by each partner including the amount of initial investment, amount of additional contribution, amount and nature of any anticipated future investments, degree of control of each partner and percentage of ownership of each partner/member.

NAME	DESCRIPTION OF INTEREST HELD	INITIAL INVESTMENT	AMOUNT OF ADDITIONAL CONTRIBUTION	FUTURE INVESTMENTS	DEGREE OF CONTROL	PERCENTAGE OF OWNERSHIP
Does Not Apply						

- 18) Attach a description of the nature, type, terms, covenants, and priorities of all outstanding debt and the name, address and date of birth of each debt holder or security holder, type and class of debt instrument held, original debt amount and current debt balance. Please see attached Exhibit 18 Debt Balance
- 19) Attach a description of the nature, type, terms and conditions of all securities options. Does Not Apply
- 20) Provide the following information for each account held in the name of the applicant or licensee or its nominee or which is otherwise under the direct or indirect control of the applicant or licensee.

				DATES	HELD
FINANCIAL INSTITUTION	ADDRESS	TYPE OF ACCOUNT	ACCOUNT NUMBERS	FROM: (MO/YR)	TO: (MO/YR)
Please see attached					
Exhibit 20 - Financial					
Institutions					

21) Attach a copy of all contracts of \$50,000 or more in value, including employment contracts of more than one (1) year duration, and contracts pursuant to which the applicant or licensee has received \$50,000 or more in goods or services in the past six (6) months. Please see attached Exhibit 21 - Contracts Over 50,000

22) Provide the name and address of each company in which the applicant or licensee holds stock, type of stock held,

purchase price per share, number of shares held, and percentage of ownership held.

	,				
NAME	ADDRESS	TYPE OF STOCK	PURCHASE PRICE PER SHARE	NUMBER OF SHARES HELD	PERCENTAGE OF OWNERSHIP
IT Tenura, Inc.	200 Corporate Woods Parkway Vernon Hills, IL 60061	Common Stock	N/A	3,000	100%
IT Northfield Services, ULC	2200 HSBC Building 885 West Georgia Street Vancouver, BC V6C 3E8, Canada	Common Stock	N/A	99	99%
Incredible Technologies International Sales Corporation	200 Corporate Woods Parkway Vernon Hills, IL 60061	Common Stock	N/A	3,000	100%
Incredible Technologies International Sales Corporation I	200 Corporate Woods Parkway Vernon Hills, IL 60061	Common Stock	N/A	3,000	100%

23) Attach information regarding any transaction during the past five (5) years involving a change in the beneficial ownership of the applicant or licensee's securities on the part of an officer or director who owned more than ten (10) percent of any class of equity security.

Please see footnotes to attached Exhibit 23 - Legal Organizational Chart

- 24) A description of any civil, criminal, administrative and investigatory proceedings in any jurisdiction in which the applicant or licensee or its subsidiaries have been involved as follows:
 - a. Any conviction for any criminal or disorderly persons offense;
 - b. Any criminal proceeding in which the applicant or licensee or its subsidiaries has been a party or has been named as an uninfected co-conspirator;
 - c. Existing civil litigation if damages are reasonably expected to exceed \$50,000, except for claims covered by insurance;
 - d. Any judgment, order consent decree or consent order entered against the applicant or licensee pertaining to a violation or alleged violation of the Federal Antitrust, Trade Regulation or Securities Laws or similar laws of any jurisdiction; and
 - e. Any judgment, order, consent decree or consent order entered against the applicant or licensee pertaining to a violation or alleged violation of any other state or federal statute, regulation statute regulation or code which resulted in the imposition of a fine or penalty of \$50,000 or more.

NAME GOVERNMENTAL AGENCY/ORGANIZATION INVOLVED	ADDRESS	NATURE OF PROCEEDING	DATE
Please see attached Exhibit 24 - Regulatory Action			

- 25) Attach copies of any judgments or petitions for bankruptcy or insolvency and any relief sought under any provision of the Federal Bankruptcy Act (United States Code, Title II) or any state insolvency law (New York State Debtor and Creditor Law), and any receiver, fiscal agent, trustee or similar officer appointed for the property or business of the applicant or licensee or any holding, intermediary or subsidiary company. Does Not Apply
- 26) Provide the following information if the applicant or licensee has had any license or certificate denied, suspended or revoked by any government agency in this State or any other jurisdiction, the nature of such license or certificate, the agency and its location, the date of such action, the reasons therefore, and the facts related thereto. The applicant or licensee will execute waivers permitting the Division or its duly authorized representative to obtain copies of licensing documentation and to speak with representatives of other gaming license jurisdictions.

NAME GOVERNMENTAL AGENCY/JURISDICTION	ADDRESS	LICENSE/CERTIFICATE	DATE OF SUCH ACTION	REASONS/FACTS FOR DENIAL, SUSPENSION, OR REVOCATION
Does Not Apply				

27) Provide the following information if the applicant or licensee or any holding company, intermediary or subsidiary company has ever applied for a license, permit or authorization to participate in any lawful gaming operation in this State or any other jurisdiction, the agency and its location, date of application, the nature of the license permit or authorization, number and expiration date.

NAME GOVERNMENTAL AGENCY/JURISDICTION	ADDRESS	LICENSE/PERMIT	DATE OF APPLICATION	NUMBER AND EXPIRATION DATE
Please see the attached				
Exhibit 27 - License Matrix				

- 28) Whether the applicant or licensee or any director, officer, partner, employee or person acting on behalf of the applicant or licensee has made bribes or kickbacks to any employee, company, organization or government official. Does Not Apply
- 29) The names and addresses of any current or former directors, officers, employees or third parties who would have knowledge or information concerning 28 above.

 Does Not Apply

FINANCIAL DATA

- 30) Attach copies of the following: (List as Exhibit 30A, 30B, 30C, etc.)
 - a. Annual reports for the past five (5) years; Does Not Apply
 - b. Any annual reports prepared within the last five (5) years on Form 10K pursuant to Sections 13 or 15d of the Securities Exchange Act of 1934; Does Not Apply
 - c. An audited financial statement for the last fiscal year, including, without limitation, an income statement, balance sheet and statement of sources and application of funds, and all notes to such statements and related financial schedules:
 - d. Copies of all annual financial statements, whether audited or unaudited, prepared in the last five (5) fiscal years, any exception taken to such statements by an independent auditor and the management response thereto;
 - e. The most recent quarterly unaudited financial statement prepared by or for the applicant or licensee or, if the applicant or licensee is registered with the Securities Exchange Commission (SEC), a copy of the most recently filed Form 10Q
 - f. Any current report prepared due to a change in control of the applicant or licensee, an acquisition or disposition of assets, a bankruptcy or receivership proceeding, a change in the applicant or licensee's certifying accountant or any other material event, or, if the applicant or licensee is registered with the SEC, a copy of the most recently filed Form 8K; Does Not Apply
 - g. The most recent Proxy or Information Statement filed pursuant to Section 14 of the Securities Exchange Act of 1934 Does Not Apply
 - h. Registration Statements filed in the last five (5) years pursuant to the Securities Act of 1933; and Does Not Apply
 - i. All reports and correspondence submitted within the last five (5) years by independent auditors for the applicant or licensee which pertain to the issuance of financial statements, managerial advisory services or internal control recommendations;
- 31) Attach an organizational chart of the applicant, licensee, or parent company, including position descriptions and the name of the person holding each position. Please see attached Exhibit 31 HR Organizational Chart
- 32) Attach copies of all Internal Revenue Forms 1120 (corporate income tax return), all Internal Revenue Forms 1065 (partnership return) or all internal Revenue Forms 1040 (personal return) filed for the last five (5) years.
 - Please see attached Exhibit 32 Tax Returns

- 33) Such information and documentation as may be required by the Division to establish compliance with all relevant facilities requirements of the rules of the Division including without limitation, the following: (List as Exhibit 33A, 33B, 33C, etc.) Does Not Apply
 - a. A certified copy of the applicant's license to engage in pari-mutuel wagering activities issued by the New York State Gaming Commission.
 - b. A certified copy of the local law authorizing the applicant's participation in video lottery gaming, if applicable.
 - c. A certified copy of the certificate of occupancy demonstrating that the entire premises of the video lottery gaming agent, including those areas where video lottery gaming will not be conducted, is in compliance with all state and local fire, health and safety codes. Such copies shall be certified no earlier than four (4) months prior to the commencement of the video lottery gaming facility.
 - d. Certified payroll records showing that all workers engage or to be engaged in the construction, reconstruction, development, rehabilitation or maintenance of any area utilized or to be utilized for video lottery gaming will be paid prevailing wages in accordance with Articles 8 and 9 of the New York State labor Law to the extent provided in said articles.
 - e. A description of the proposed video lottery gaming facility site, including site plans, total acreage, total square footage, frontages and elevation;
 - f. A description of the proposed video lottery gaming facility, including number of terminals requested and proposed location of each VLT;
 - g. A certificate of general liability insurance in the amount of at least \$2,000,000.00 per claim covering tort claims by patrons of the video lottery gaming facility;
 - h. The construction program, including estimated construction time and anticipated date of opening, the status of all required governmental and regulatory approvals and any conditions thereto; the project budget; and the architect general contractor, construction manager and primary subcontractors, environment consultant and interior designer and proof of insurance of all phases of the construction process;
 - A copy of any agreements with the organization authorized to represent the horsemen in accordance with the Video Lottery Gaming Law.
 - j. A copy of your internal controls for video lottery operations.
- 34) Any other information or documentation which the Division may deem material to the licensing of the applicant, or of any person required to be licensed pursuant to the rules of the Division. Does Not Apply

Statement and Authorization

Statement

I am the authorized officer of the applicant, and I supplied the information contained in this application on behalf of the applicant. I understand and read the English language or I have had an interpreter read, explain and record the answer to each and every question on this form. Any document accompanying this application that is not an original document is a true copy of the original document. I swear that the foregoing statements are true.

Notification and Release Authorization

The New York State Gaming Commission is hereby authorized to provide information relative to the applicant's identity, including its name and video lottery gaming license to any other State agency for the purposes of obtaining a license.

To any person and all Courts, Probation Departments, Selective Service Boards, Employers, Educational Institutions, Banks, Financial and Other Such Institutions, and All Governmental Agencies — federal, state and local, including unemployment insurance agencies, without exception, both foreign and domestic: The applicant has authorized the New York State Gaming Commission and the New York Division of Criminal Justice Services to conduct a full investigation into its background and activities.

The applicant hereby authorizes the New York State Gaming Commission to obtain a credit report on the applicant through a credit agency of its choice and the applicant further authorize the New York State Gaming Commission to check its credit record, as needed, on a continuing basis as it relates to its employment or suitability for employment. If an adverse employment decision is made totally or partially due to the information on the Credit Report, the New York State Gaming Commission will provide a copy of the Credit Report, a summary of rights under the Fair Credit Reporting Act, and the source of the credit report so that the applicant may contact the credit agency, if it wishes.

Therefore, you are hereby authorized to release any and all information pertaining to the applicant, documentary or otherwise, as requested by any employee or agent of the New York State Gaming Commission, provided that he or she certifies to you that the applicant has an application pending before the New York State Gaming Commission or that the applicant is presently a licensee or registrant required to be qualified under New York Tax Law Section 1617-a.

This authorization shall supersede any prior request or authorization to the contrary.

A copy of this authorization shall be considered as effective and valid as the original.

James M. Doré, COO		
(Print Name Authorized Officer) (Title)	(Date of Birth)	(Social Security #)
Incredible Technologies, Inc.		
(Company)	(1	EIN #)
200 Corporate Woods Parkway, Vernon Hills, IL 60061		
(Address)	(City,	State, Zip)
DATED: 3/17/2021	fam //	
	(SIGNATURE OF A	UTHORIZED OFFICER)
Subscribed and sworn to before me this day		
of March 2021		
NOTARY PUBLIC		



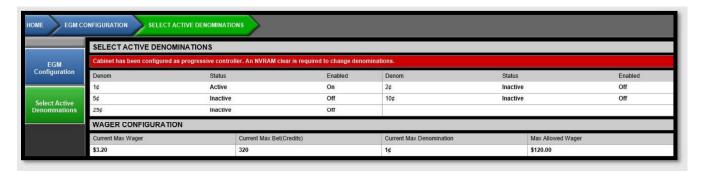
(9) Response to Specifications

VIDEO LOTTERY GAMES (Section 3.5)

A. Game Play Amount

IT's game themes are multi-denominational and allow operators maximum flexibility in setting the denomination for players. However, there are also system controls that can be set to prohibit certain denominations or limits on bets. Maximum and minimum values for denominations and bets are often configured on a per-game, per-jurisdiction basis. IT can meet the requirement of setting the minimum wager of 5 cents per play as noted in Section 3.5. (A) of the NYL RFP

This is an example of an Operator Menu called Select Active Denominations allowing the configuration of denominations in a game:





B. Play Information

IT has a broad range of experience across Class II, Class III, Video Lottery Terminal Central Determined and Centrally Monitored gaming in casinos throughout the United States and Canada. The development teams (studios) are accustomed to providing specific wagering information for various winning outcomes. Although our current games do not provide a method for players to view payout tables based on the price per ticket, this type of table could be added if required to New York Video Lottery games.

The Pays/Help Menu on each game display gives players useful and GLI-required information on rules, Progressive payouts, bonus awards, symbol awards, line pays and various jurisdictional compliance rules.

Pays/Help Menu

In this example page from the popular IT title *Heat 'em Up Power Wheel* for Class II, Progressive awards are explained.





C. Game Changes

One of the many advantages to the Development Cycle at IT is the dynamic ability to respond to change. Due to the small size and breadth of knowledge within the core development teams—known internally as studios—IT can often fulfill requests from the field in a more timely and efficient manner than some of our larger competitors.

As we moved from Class III into Class II, IT has overcome many challenges to provide customers with the best available earning games with the best available technology. On a strictly technical level, this sometimes involves upgrading networking capability or improving game hardware integrity. Less often, game software changes are required.

Any changes that might be made by the Commission will be immediately reviewed and assigned to a studio. Typically, this will be the studio that created the game, but other studios may pitch in if a more robust effort is needed. Once the change has been made the game is tested internally within the studio. After ensuring the necessary changes are solid, the game then moves to IT's Quality Assurance (QA) department. There, the game is tested more rigorously for anomalies that could happen in the field. QA requests the studio to make changes, the game is tweaked, and the game is resubmitted to QA.

Once Quality Assurance (QA) signs off on the game, IT submits it to one of the Independent Testing Laboratories that is licensed, recognized and approved to provide testing certifications to the specific governing commission body for a final check of game software/hardware integrity. If the Lab finds discrepancies, the studio again makes the necessary changes, submits it to internal QA, and the game returns to the Lab. When the Lab has designated that the game meets all required standards it is ready to return to the field. If the Commission needed to review the game, or changes to the game, they could do so at this point. The sequence would repeat itself until the Commission was satisfied with the product.

D. Progressive Games

1. Configuration

IT's progressive gaming devices cap or limit awards and that limit is disclosed to the patron. Further, the slot machines with progressive features will lock whenever there is a jackpot greater than \$1,199.99. The winning amount is always displayed to the patron.

IT always displays the achievable progressive jackpot award, which cannot be reduced unless the reduction is the result of a progressive win or is otherwise authorized by Commission rules. This is always available and easily discernible to the patron.

For auditing purposes, the following meters are available on demand:

- 1. The current progressive amount;
- 2. The contribution rate;





- 3. The reset amount; and
- 4. Any other meter required to reconcile the progressive display meter.

All IT progressive themes have secure mechanisms to reset the progressive display meter tot the appropriate reset amount. Mandatory progressive meters are designed to be adjustable and all progressive EGMs have security features that prevent unauthorized access to sensitive areas of the machine where changes could be made to settings, meters, reset switches or software.

The IT system development team has read and reviewed the progressive controller requirements in the Everi Video Lottery Terminal Interface Control Document and understands that a Site Controller will need to send progressive jackpot amount updates to all linked progressive VLTs at a specified interval designated by the Commission. The IT device will be configured to parse a text message on each update to determine whether the amount changed. All the VLTs will use the updates to ensure that their meters are synchronized. IT is confident through its previous experience and expertise in gaming jurisdictions that utilize a Central Determined and or Central Monitored Video Lottery System that we will be compliant will all system progressive support requirements noted in the Everi VLT Interface Control Document.

IT has experience configuring progressive machines to be synchronized for Local Area Progressive (LAP) themes.

Mandatory progressive parameters and meters

IT gaming themes support all the following progressive parameters for stand alone or linked progressives:

- The base amount, which means the initial starting amount;
- The reset amount, which means the base amount after a progressive is won;
- The incrementation rate, which means the rate of progression;
- The progressive limit; or the maximum progressive value that can be reached when applicable;
- The hidden rate; or the increment rate for a reserved pool(s) used to fund the next reset amount when applicable;
- The unreasonable contribution, or an incrementation amount determined by the progressive gaming device to be invalid, when applicable; and
- Any other parameter as may be required by the Commission in order to ensure the proper accounting and auditing of a progressive gaming device.



E. Payout Percentages

IT video slot game themes can be designed to not pay less than 90% during the expected lifetime of the game. Limits on return percentage are often jurisdictionally enforced. The IT Infinity gaming device is equipped with an on-device test that can be accessed by compliance personnel for the sake of running game loop tests commonly referred to as Monte Carlo tests across each theme to empirically prove that the themes are within this specification.

Additionally, mathematical proof of this is available. The gaming device is also equipped with a tool that allows compliance officials to "dump" every pay table on the gaming device to a memory stick. This data can then be formatted using a software tool provided by Incredible Technologies so each pay table can be visually inspected if necessary.



VLT SPECIFICATIONS (Section 3.6)

A. Size and Ergonomics

Please see the following pages for the size and specifications on the The IT Infinity® V55™, Summit[™] and Skybox[®] cabinets.



INFINITY V55 SPECIFICATIONS

Bill Validators (Configurable Option)

- MEI Cashflow SC: 500 Stacker
- JCM UBA: 500, 1000 Stacker
- JCM iVizion: 500, 1000 Stacker

Ticket Printers (Configurable Option)

- Transact: Epic 950
- Future Logic: Gen2 Universal
- Future Logic: Gen3 Evolution
- Nanoptix: Paycheck 3
- Nanoptix: Paycheck 4

Electrical

- Voltage: 120 VACFrequency: 60 Hz
- Current (Cabinet rated) 4.0 A
- Current (Game draw) 3.0 A max, 360 W max
- Current (Switched AC Outlet) 1.0 A max
- Current (In Rush) 0.5A
- Maximum BTU Rating 1230 BTU/hr

Displays

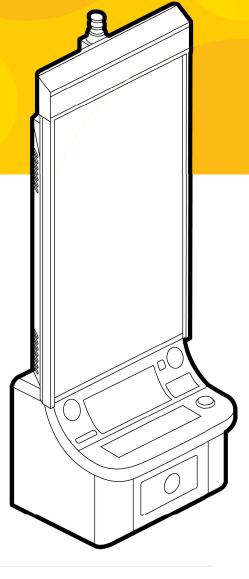
- 15.1-inch Projective Capacitive Touch Sensor
- 55" UHD Projective Capacitive Touch Sensor Main Monitor
- Compatible with the Infinity V55 Edge

Dimensions (Without Base)

- Height: 79 in, 201 cm for 2 Tier Candle
- Width: 28 in, 71 cm
- Depth: 20.1 in, 51 cm
- Weight: ~300 lbs, 136 Kg
- Recommended Base: 28" wide, 20" deep, 18" high (base not included)

Finishes (Configurable Option)

- Powdercoat Black w/Chrome (Standard)
- Custom Laminate (Option)
- Powdercoat Brown w/Gold Chrome (Custom)







INFINITY SUMMIT SPECIFICATIONS

Bill Validators (Configurable Option)

- MEI Cashflow SC: 500 Stacker
- JCM UBA: 500, 1000 Stacker
- JCM iVizion: 500, 1000 Stacker

Ticket Printers (Configurable Option)

- Transact: Epic 950
- Future Logic: Gen2 Universal
- Future Logic: Gen3 Evolution
- Nanoptix: Paycheck 3
- Nanoptix: Paycheck 4

Electrical

- Voltage: 120 VACFrequency: 60 Hz
- Current (Cabinet rated) 5.0 A
- Current (Game draw) 4.0 A max, 480 W max
- Current (Switched AC Outlet) 1.0 A max
- Current (In Rush) 0.5A
- Maximum BTU Rating 1640 BTU/hr

Displays

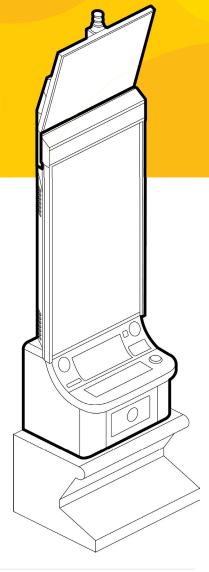
- 15.1-inch Projective Capacitive Touch Sensor
- 55" UHD Projective Capacitive Touch Sensor Main Monitor
- 51.9" UHD
- Compatible with the Infinity V55 Edge

Dimensions (Without Base)

- Height: 104 in, 264 cm for 2 Tier Candle
- Width: 28 in, 71 cm
- Depth: 20.1 in, 51 cm
- Weight: ~355 lbs, 161 Kg
- Recommended Base: 28" wide, 20" deep, 18" high (base not included)

Finishes (Configurable Option)

• Powdercoat Black w/Chrome (Standard)







INFINITY SKYBOX SPECIFICATIONS

Bill Validators

- MEI Cashflow SC: 500 Stacker
- JCM UBA: 500, 1000 Stacker
- JCM iVizion: 500, 1000 Stacker

Ticket Printers

- Transact: Epic 950
- Future Logic: Gen2 Universal
- Future Logic: Gen3 Evolution
- Nanoptix: Paycheck 3
- Nanoptix: Paycheck 4

Tower Lights

• Happ: 2 Tier, 3 Tier

Display

- 23-Inch Widescreen IPS
- 3M Surface Capacitive Touch Sensor
- 15.1-inch MPVA
- Projective Capacitive Touch Sensor
- 55-inch overhead HD display
- Cabinet-mounted signage support

Dimensions (Includes Base, EGM and Top Box)

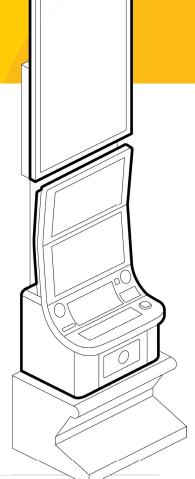
- Height: 119.7 inches (2 Tier) or 121.0 inches (3 Tier)
- Width: 28 Inches
- Depth: 20 inches
- Weight: 412 lbs
- Base: 28 inches wide, 20 inches deep, 18 inches high

Finishes

• Powdercoat Black w/Chrome (Standard)

Electrical

- Voltage: 120 VAC
- Frequency: 60 Hz
- Current (Cabinet rated) 4.0 A
- Current (Game draw) 3.0 A max, 360 W max
- Current (Switched AC Outlet) 1.0 A max
- Current (In Rush) 1.4A
- Maximum BTU Rating 1230 BTU/hr





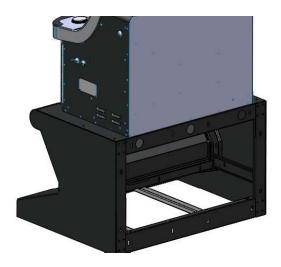


The IT Infinity[®] V55[™], Summit[™] and Skybox[®] cabinets are certified in all areas and have passed all requirements for GLI #11 v1.3, 2.1 and 3.0, as well as GLI #12: Progressive Gaming Device. See following pages for the GLI Certification Reports on the V55, Summit and Skybox cabinets.

Secure Cabinet and Base Pedestal

To prevent tipping, it is critical to have the cabinet attached to the included base pedestal.

Note: It is required to attach the V55 cabinet to the base and the base to the floor, wall or adjacent game's base.



An excerpt from the Game Manual:

- 1. Using a game jack with 1-2 people, lift the cabinet onto the base.
- 2. Remove the front plate from the base to access the base interior.
- 3. There are sliding trays underneath the top surface of the base. Position these so they align with the holes in the cabinet bottom.
- 4. Drop the bolts through the holes in the cabinet bottom into the holes in the sliding trays and secure with nuts.
- 5. There are also sliding trays on the bottom of the base. Position these for the best location to bolt to the floor.





GLI Report on V55 Video Slot Machine





Date of Report: October 25, 2017

Issued To: WEBSITE COPY

This report was sent

to all California tribes that adopted

standards

Issued By: Gaming Laboratories World Headquarters

Christine M. Gallo

Vice President of Technical Compliance and Quality

Assurance

600 Airport Road, Lakewood, NJ 08701

(732) 942-3999

www.gaminglabs.com

Certification of: One New Incredible Technologies, Inc. Infinity V55 Upright

Video Machine

GLI File Number: MO-173-INT-17-04

Standards Tested Against and the Test Results:

Standards Tested Against	Test Results
Viejas Tribal Gaming Commission Regulations	Pass
Barona Tribal Gaming Commission Regulations	Pass
GLI-11 V1.3, V2.1 and V3.0 - Gaming Devices in Casinos	Pass
GLI-12 - Progressive Gaming Devices in Casinos	Pass

THIS REPORT IS ONLY INTENDED FOR RECIPIENTS AUTHORIZED BY GLI. PLEASE VISIT GAMINGLABS.COM TO VIEW THE APPLICABLE TERMS AND CONDITIONS. IF THE RECIPIENT DOES NOT AGREE TO ALL OF SUCH TERMS AND CONDITIONS, GLI WITHDRAWS THE CERTIFICATION OR ANALYSIS ESTABLISHED BY THIS REPORT AND THE RECIPIENT MUST IMMEDIATELY RETURN TO GLI ALL COPIES OF THIS REPORT AND MAKE NO REFERENCE TO THIS REPORT FOR ANY PURPOSE AT ANY TIME.



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Product Certification Summary:

Product ID	
V55	

HARDWARE

Device Certification Description:

The Incredible Technologies Infinity V55 Machine consists of a vertically mounted 55" 4K widescreen LCD monitor with multi touch capacitive touchscreen, I/O interconnect board, bill acceptor, and printer housed in an upright style cabinet. The interior of the machine can be accessed only by unlocking the bottom main door and swinging open. Each external door has a three-way switch and their status is monitored by the platform software. The exterior of the cabinet has one key-switch for accessing the attendant menu and resetting handpays. The top section of the device can be opened via a key switch and slide latch on the left side of the cabinet. The player interface panel consists of a 15-inch LCD capacitive touchscreen and physical button, controlled by the platform software. A candle is placed at the top of the cabinet, which illuminates for certain events controlled by the platform software. The logic board is contained in a separate locked compartment inside of the main cabinet monitored by a door switch.

Device Being Certified:

MODEL NUMBER	DESCRIPTION
V55	Infinity V55 Upright Video Machine



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The above listed device utilizes the following hardware components:

HARDWARE COMPONENT	PART NUMBER
Coin Acceptors	N/A
Bill Validators (Software Dependent)	JCM: iVizion-100
	MEI: Cashflow SC Advance; SCN6607
	JCM: UBA-10
Hopper	N/A
Printers (Software Dependent)	Transact: EPIC950-RS232
	Nanoptix: Paycheck 4
	Futurelogic: Gen2 Universal
	Futurelogic: GEN3 Evolution
	JCM: PSA-66-ST5
Video Processor Boards	N/A
Mother/Backplane/Interface Boards	INT: 900006004Rxx
Logic/CPU/MPU Boards	INT: 900323400Rxx
Communication/I/O Board	INT: 900006011Rxx
Touchscreen Boards	N/A
Sound/Graphic Boards	INT: 900323400Rxx
Other Boards:	
NVRAM Board	900001104Rxx
Other Hardware:	
55" Touch Screen Monitor	938xxx055Rxx
Touch Panel	9380zz015Rxx
CFast Board	900001200Rxx
DC Converter	900001502Rxx



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Device Notes:

The above devices' electrical and mechanical parts and design principles have been tested and verified to not subject a player to any physical hazards. The Laboratory has reviewed the electronic principles upon which the device is built. Please take note that the above device has a UL certificate E183420, dated August 31, 2017. The certificate is on file at **Gaming Laboratories International, LLC**.

The 'xx' identifier in the above listed part numbers represents minor changes in the configuration or components of the referenced part that may change the 'revision' of the part number but will not affect its functionality.

If you should have any questions regarding this information, please feel free to contact our office.

Sincerely,

GAMING LABORATORIES INTERNATIONAL, LLC

Christine M. Gallo

Vice President of Technical Compliance and Quality Assurance

c: Mr. Larry Hodgson, Incredible Technologies, Inc.

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GLI Report on Summit Video Slot Machine



Date of Report: May 16, 2019

Issued To: WEBSITE COPY

This report was sent

to all California tribes that adopted

standards

Issued By: Gaming Laboratories World Headquarters

Christine M. Gallo

Vice President of Technical Compliance and Quality

Assurance

600 Airport Road, Lakewood, NJ 08701

(732) 942-3999

www.gaminglabs.com

Certification of: Incredible Technologies, Inc. Infinity V55 Summit Hardware

Kit

GLI File Number: MO-22-INT-19-22

Standards Tested Against and the Test Results:

Standards Tested Against	Test Results
Viejas Tribal Gaming Commission Regulations	Pass
GLI-11 V1.3 and V3.0 - Gaming Devices	Pass

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Product Certification Summary:

Product ID	
900100351Rxx	

HARDWARE

Hardware Certification Description:

The Infinity V55 Summit hardware kit consists of a 35.6" monitor that is mounted above the main cabinet screen, an extra 900001502Rxx DC converter board, as well as mounting brackets and enclosures to securely fasten the screen to the top of the cabinet.

Hardware Being Certified:

PART NUMBER	DESCRIPTION
900100351Rxx	Infinity V55 Summit Hardware Kit

Compatible Item(s):

Testing was performed by GLI using compatible components as defined by the manufacturer and the software/hardware being certified within this report is expected to be used in conjunction with previously and/or subsequently certified and compatible software, hardware, machines and Platform(s). A list of all components used during the evaluation performed by GLI has been internally documented and can be made available upon request.



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If you should have any questions regarding this information, please feel free to contact our office.

Sincerely,

GAMING LABORATORIES INTERNATIONAL, LLC

Christine M. Gallo

Vice President of Technical Compliance and Quality Assurance

c: Mr. Larry Hodgson, Incredible Technologies, Inc.

hc



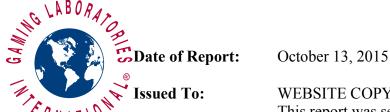








GLI Report on Skybox Video Slot Machine



WEBSITE COPY This report was sent

to all CA tribes that adopted

standards

Issued By: Gaming Laboratories World Headquarters

Christine M. Gallo

Vice President of Technical Compliance and Quality

Assurance

600 Airport Road, Lakewood, NJ 08701

(732) 942-3999

www.gaminglabs.com

Certification of: Two New Incredible Technologies, Inc. Hardware

Components

GLI File Number: MO-31-INT-15-12

Standards Tested Against and the Test Results:

Standards Tested Against	Test Results
Viejas Tribal Gaming Commission Regulations	Pass
Barona Tribal Gaming Commission Regulations	Pass
GLI-11 V1.3, V2.0 and V2.1 - Gaming Devices in Casinos	Pass

THE RECIPIENT, BY ITS ACCEPTANCE OF THIS REPORT OR ANALYSIS, WILL BE DEEMED TO HAVE ACKNOWLEDGED AND AGREED TO ALL OF THE "TERMS AND CONDITIONS" SET FORTH BELOW. IF THE RECIPIENT DOES NOT AGREE TO ALL OF SUCH TERMS AND CONDITIONS, GLI WITHDRAWS THE CERTIFICATION PROVIDED OR ANALYSIS ESTABLISHED BY THIS REPORT AND THE RECIPIENT MUST IMMEDIATELY RETURN TO GLI ALL COPIES OF THIS REPORT AND MAKE NO REFERENCE TO THIS REPORT FOR ANY PURPOSE AT ANY TIME.



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HARDWARE

Hardware Certification Descriptions:

The Skybox U23-SB-1A kit for the Infinity U23 gaming machine consists of a single monitor mounted vertically over a single gaming machine and is used to display game related content. The kit consists of all related hardware and brackets used to mount the 55" monitor to the gaming machine, as well as the required video cables, video splitter, and DC monitor power converter (IT1502Rx) required for installation

The Skybox U23-SB-2B kit for the Infinity U23 gaming machine consists of two monitors mounted vertically back-to-back over two back-to-back gaming machines and is used to display game related content. The kit consists of all related hardware and brackets used to mount the 55" monitors to the gaming machines, as well as the required video cables, video splitters, and DC monitor power converters (IT1502Rx) required for installation.

Hardware Being Certified:

PART NUMBER	DESCRIPTION
U23-SB-1A	INFINITY U23 SKYBOX Hardware Kit
U23-SB-2B	INFINITY U23 SKYBOX Hardware Kit

Hardware Note:

This certification is not intended to state that the components being certified in this report are RoHS compliant.

The above listed hardware is to be used in conjunction with the previously approved and compatible Infinity U23 machine.



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The certification established by this Report applies exclusively to tests conducted on the specific items submitted by the Manufacturer identified by the words "Certification of:" on the first page of this Report. It is the responsibility of the manufacturer and/or developer of the items submitted to apply for, obtain and maintain all necessary gaming licensure in each jurisdiction in which they do business, including state and tribal jurisdictions, where applicable. The Electrostatic Discharge Testing performed by GLI is intended only to simulate techniques observed in the field being used to attempt to disrupt the integrity of Electronic Gaming Devices. During the course of testing, GLI checks for marks, symbols or documents indicating that a device has undergone product safety or RoHS compliance testing, if required. GLI also performs a cursory review of information accompanying the items submitted, where possible and when provided, for evidence that the items have undergone compliance testing for Electromagnetic Interference (EMI), Radio Frequency Interference (RFI), Magnetic Interference, Liquid Spills, Power Fluctuations, Electrostatic Immunity, Electro Magnetic Compatibility and Environmental conditions. Compliance with any such regulations related to the aforementioned testing is the sole responsibility of the manufacturer and/or developer of the items submitted; GLI accepts no responsibility, makes no representations and disclaims any liability with respect to all such non-gaming testing. The test methods used, excluded tests, and actual data showing the test results are available to the Recipient upon written request.

All items identified in the "Certification of:" section on the first page of the report are considered certified as of the date shown in the "Date of Report:" section on the first page of the original GLI issued Report. All of the items are certified for use until such time notification is sent indicating that an item is no longer permitted to be used within the jurisdiction specified. Additional information regarding the validity of this certification can also be obtained via GLIAccess and/or the Evaluation and Certification Guide, which is available on the gaminglabs.com website. Use of the Certified Mark represents the users agreement to permit, allow and accommodate authorized representatives of GLI to perform a surveillance audit of the use of the Mark and to permit an authorized representative of the American Association of Laboratory Accreditation (A2LA) to perform a surveillance audit, at their discretion and at their expense, to confirm that the use of the Mark in no way implies that A2LA endorses or certifies any of the Marks, services or processes of the company, group or organization requesting the use of the GLI Certified Mark.



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CERTIFICATION DOCUMENT





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If you should have any questions regarding this information, please feel free to contact our office.

Sincerely,

GAMING LABORATORIES INTERNATIONAL, LLC

Christine M. Gallo

Vice President of Technical Compliance and Quality Assurance

c: Mr. Larry Hodgson, Incredible Technologies, Inc.

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B. User Input Devices

Game Select menu

This series of sub menus allows an operator to change the appearance of the menu(s) that a player sees when first approaching the EGM in its default state. Game options, such as group titles, colors and pay tables can be modified.



Configure Slots Tab

This allows users to setup the slot game theme as a single or multi-game at the casino's discretion

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In the example below, for the game *Heat 'em Up Power Wheel*, players use a touch screen monitor or a touch screen control panel to make choices in denomination and bet.

Information Display

Below is a typical screen showing a win with BAR symbols in Heat 'em Up Power Wheel.



The bottom of the screen from left to right. 5¢ (denomination) Touch: **MENU** to display a slide out menu with: **PAYS/HELP** to see symbols, award values and game rules, **SHOW LINES** to see the lines creating a win and **CASHOUT** to exit and print ticket. Touch the **VOLUME** icon to adjust volume. WIN displays the amount last won, **BET** increases or decreases bet, **CREDITS/CASH** displays total credits.



By selecting Menu, players can view Game Rules and pay table information:







C. Physical Security

The IT gaming device features a locked cabinet door to resist forced illegal entry, and the 1) logic area of the device is protected by a logic door that houses the circuit boards and circuitry used for the Random Number Generator as well as storage media. The gaming device retains any evidence of improper entry until cleared by an attendant.

The gaming device detects and displays the following door open conditions, as reported from secured areas. See Error Condition Table on the following page.

Error Condition	Action to Clear Error
 LOGIC (BOX) DOOR OPEN* MAIN DOOR OPEN BELLY DOOR OPEN CASH BOX DOOR OPEN BILL STACKER OUTER DOOR OPEN 	If these error conditions occur, game play pauses and a red error dialog box appears indicating all outstanding error conditions. To clear the errors, the indicated door(s) must be closed.
■ LOGIC (BOX) DOOR WIRING ERROR**	If this error condition occurs, game play pauses and a red error dialog box appears indicating the error condition. To clear this error, the error condition must be resolved, and the attendant key must be turned to acknowledge the error. See below.

^{*}Acknowledgement via the attendant key is not necessary to clear door open conditions. Simply closing the doors is sufficient. However, upon closure, a message indicating which doors have been closed is displayed at the top of the screen and will remain until completion of the next game.

**To prevent tampering, the Logic Door Switch, which is used to detect entry into the logic box, is wired so that normally open and normally closed contacts are monitored by the system.

During normal operation, the normally open and normally closed contacts will always have opposite logic states. If (after debouncing) both the normally open and normally closed inputs are detected to be in the same state, the Logic Door Wiring Error is displayed.

Note: All other door switches (except the Logic Door Switch described above) are wired such that the door is considered CLOSED when the door switch is in the CLOSED state. Therefore, attempting to disable the switch by clipping a wire will result in an open circuit and a door open will be detected.



D. Displays

(1) Rules

A player can touch MENU>PAYS/HELP to see the award values for the symbols in the game and descriptions of the game features. IT games display all required information for the authorized game type, such as "Malfunctions Void All Pays and Plays" or "This is a lottery game and the results are not dependent by elements of skill."

GLI conducts thorough testing on all IT games to ensure that Game Rules are clearly displayed and do not cause any confusion with players. Any rules that are deemed incomplete, confusing, misleading, or inconsistent with other rules are immediately changed.

(2) Play Information

IT games display the number of credits played for a game as well as the credits remaining and awarded for the occurrence of each possible winning combination of numbers or symbols. In the example below, the line pays are clearly identified below **MENU**.

FREE SPINS FEATURE

- 2 Free Spins Scatters or Collecting 15 Hyper Orb Overlays triggers
 12 Free Spins.
- Each Hyper Orb Overlay that lands within the scroll frame is collected.
- If a Hyper Orb Overlay lands one space above the scroll frame, it may randomly be collected.
- In addition to triggering Free Spins, collecting 15 Hyper Orb Overlays also awards a bonus 12000 credits.
- Hyper Orb Overlay does not appear during Free Spins.
- Collected Overlays are saved per bet level, per denom, and do not reset after cashing out. Overlays do reset at the end of Free Spins.
- If 1 Free Spins Scatter lands on the reels, 3 Bonus Spins are awarded.
- Free Spins Scatter is wild and substitutes for all symbols except Hyper Orb Overlay.
- Free Spins Scatter only appears on reels 2 & 4 and does not appear during Free Spins.

During Bonus Spins

- Free Spins Scatters lock for the duration of Bonus Spins.
- Bonus Spins end if Free Spins are triggered or after the last Bonus Spin.
- Free Spins Scatters will not land on reels with a locked Free Spins Scatter.
- Bonus Spins reset once Free Spins are triggered. Bonus Spins are saved per bet level and per denom, and do not reset when cashing out.

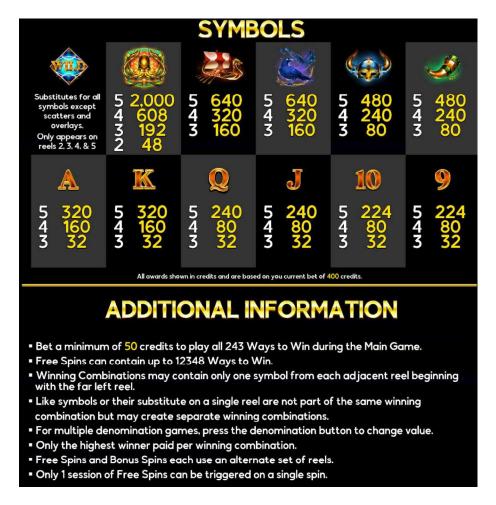
During Free Spins

- For each collected Hyper Orb Up Overlay, a random reel is expanded upward by 1 space.
- Expanded reels remain for the duration of Free Spins.
- Each reel can be expanded updward by three symbols.
- On the first spin after Free Spins are completed, up to 3 Hyper Orb Overlays will be awarded.



IT games display all the lines available to play and the award credits for different symbols. The displays can also be configured to display the maximum play amount limit on a single game for a single outcome.





E. Self-Diagnostics

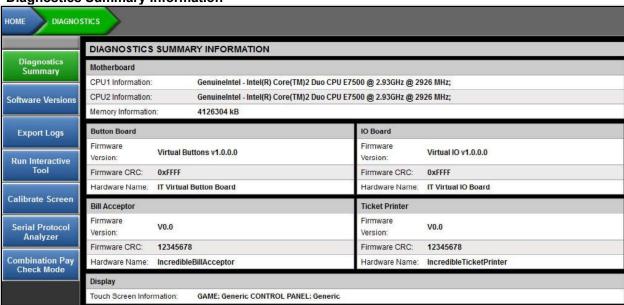
All IT cabinets and games are equipped with self-diagnostics and indicators or lights that enable a video lottery gaming agent to monitor its operating status. They use the self-diagnostics and indicators to report back to the Central System all changes and security issues.



When first setting up the Player Interface, start at Diagnostics. It is important to verify that all the components and systems are functioning before the machine goes live on the casino floor.

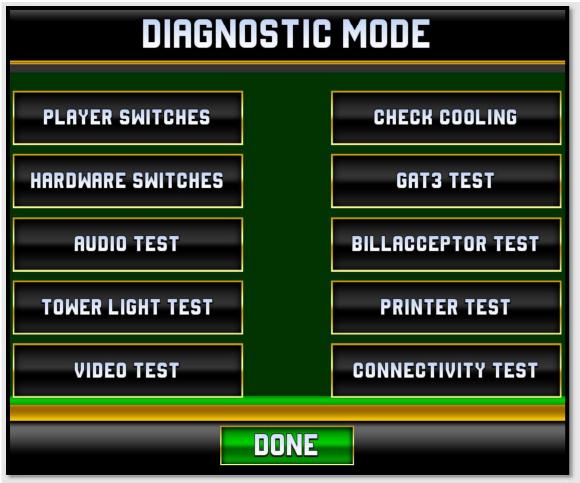


Diagnostics Summary Information



Diagnostics > Diagnostics Summary: View diagnostics on the Player Interface





Diagnostic Mode: Always available in the Operator Menus.



F. Resistance to Outside Influences

- (1) Electro-Magnetic Interference
- (2) Electro-Static Interference
- (3) Radio Frequency Interference
- (4) Magnetic Interference
- (5) Liquid Spills

The cabinet is well grounded. Because of the metal surroundings, all the chips are protected from RF interference, and due to the field grounding, the electronics are protected from ESD.

With respect to sub-sections, (1) and (5) above, the IT gaming device has passed Underwriters Laboratories' (UL's) safety tests, including those for liquid spills, and is designed with anti-ESD devices on the Buttons Board where the player inputs enter the circuit. Similar devices are also employed at the USB ports on all the boards, as well as the Ethernet and video ports on the motherboard.

If a power loss occurs, the gaming device shuts down. When power is restored, the game goes through its normal boot up sequence and returns to the prior game state before power loss.

With respect to sub-sections, (2) and (3) above, the IT gaming device is impervious to externally generated interference, such as ESD, electromagnetic and Radio Frequency (RF).

With respect to sub-section (4) above, the motherboard that runs the software RNG is housed in a locked metal enclosure within the metal cabinet and not affected by magnetic interference.

See following pages for UL Mark Authorizations for V55, Summit and Skybox.



Authorization to Apply the UL Mark - V55

NOTICE OF COMPLETION AND AUTHORIZATION TO APPLY THE UL MARK



Mr. Garrett Marshall INCREDIBLE TECHNOLOGIES INC 200 CORPORATE WOODS PKWY VERNON HILLS, IL, 60061-3171, US

Our Reference: File E183420, Vol .1 Order 11808311

Your Reference: G. Marshall

Project Scope: UL/CUL - Slot Machine Model Infinity V55

Set Up Split Inspection for Vol. 1/2, Sec. 10/1 and for Vol. 1/2, Sec. 12/2

Dear Garrett Marshall:

Congratulations! UL's investigation of your product(s) has been completed under the above Reference Number and the product was determined to comply with the applicable requirements. This letter temporarily supplements the UL Follow-Up Services Procedure and serves as authorization to apply the UL Mark at authorized factories under UL's Follow-Up Service Program. To provide your manufacturer(s) with the intended authorization to use the UL Mark, you must send a copy of this notice to each manufacturing location currently authorized under File E183420, Vol 1 and Vol. 2.

Records in the Follow-Up Services Procedure covering the product are now being prepared and will be sent in the near future. Until then, this letter authorizes application of the UL Mark for 90 days from the date indicated above.

Additional requirements related to your responsibilities as the Applicant can be found in the document "Applicant responsibilities related to Early Authorizations" that can be found at the following web-site: http://www.ul.com/EAResponsibilities

Any information and documentation involving UL Mark services are provided on behalf of UL LLC (UL) or any authorized licensee of UL.

We are excited you are now able to apply the UL Mark to your products and appreciate your business. Feel free to contact me or any of our Customer Service representatives if you have any questions.

Very truly yours, Reviewed by:

SHEILAH GESLANI Bruce A. Mahrenholz

Senior Project Engineer CPO Director

Sheilah.Geslani@ul.com Bruce.A.Mahrenholz@ul.com

INCREDIBLE TECHNOLOGIES INC

35fd26c1-2c13-4031-ae21-f17e70c9ac29



Authorization to Apply the UL Mark - Summit

NOTICE OF COMPLETION AND AUTHORIZATION TO APPLY THE UL MARK



Mr. Garrett Marshall INCREDIBLE TECHNOLOGIES INC 200 CORPORATE WOODS PKWY VERNON HILLS, IL, 60061-3171, US

Our Reference: File E183420-Sec 12 and 2, Vol 1, 2

Order: 13035422

Project: 4789169560

Project Scope: UL/CUL - Slot Machine Models V55 SUMMIT, V55 PILOT

Dear Mr. Garrett Marshall:

Congratulations! UL's investigation of your product(s) has been completed under the above Reference Number and the product was determined to comply with the applicable requirements. This letter temporarily supplements the UL Follow-Up Services Procedure and serves as authorization to apply the UL Mark at authorized factories under UL's Follow-Up Service Program. To provide your manufacturer(s) with the intended authorization to use the UL Mark, you must send a copy of this notice to each manufacturing location currently authorized under File E183420-Sec 12 and 2, Vol 1, 2.

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We are excited you are now able to apply the UL Mark to your products and appreciate your business. Feel free to contact me or any of our Customer Service representatives if you have any questions.

Very truly yours, Reviewed by:

Sheilah Geslani Bruce A. Mahrenholz
Senior Project Engineer CPO Director
Sheilah.Geslani@ul.com Bruce.A.Mahrenholz@ul.com

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Authorization to Apply the UL Mark -Skybox

NOTICE OF COMPLETION AND AUTHORIZATION TO APPLY THE UL MARK



10/22/2015

Incredible Technologies Inc Garrett Marshall 200 Corporate Woods Pkwy Vernon Hills II 60061-3171, Us

Our Reference: File E183420, Vol. 1 Project Number 4787088492

Your Reference: G MARSHALL

Project Scope: UL, CUL - Slot Machine, Models BRZ-U3, INFINITY-U23 - Optional LCD Marquee Assembly

Dear Garrett Marshall:

Congratulations! UL's investigation of your product(s) has been completed under the above Reference Number and the product was determined to comply with the applicable requirements. This letter temporarily supplements the UL Follow-Up Services Procedure and serves as authorization to apply the UL Mark at authorized factories under UL's Follow-Up Service Program. To provide your manufacturer(s) with the intended authorization to use the UL Mark, you must send a copy of this notice to each manufacturing location currently authorized under File E183420, Vol. 1.

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Any information and documentation provided to you involving UL Mark services are provided on behalf of UL LLC (UL) or any authorized licensee of UL.

We are excited you are now able to apply the UL Mark to your products and appreciate your business. Feel free to contact me or any of our Customer Service representatives if you have any questions.

Very truly yours, Reviewed by:

Sheilah Geslani

847-664-3993

Senior Project Engineer

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Bruce A. Mahrenholz

847-664-3009

CPO Director

Bruce.A.Mahrenholz@ul.com

NBKC129-395887



G. Memory Protection

The gaming device may enter a reset state if a surge or dip of +/- 20% of the supply voltage occurs. However, the RAM content will be maintained even in the event of a power failure.

Low Battery RAM

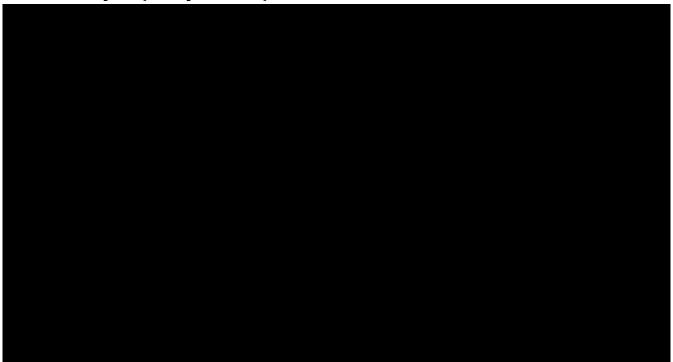
The IT gaming device does not use a battery for powering NVRAM, instead it uses a magnetic-based system that does not require maintenance and is designed to last for 20 years.

Magnetoresistive random access memory (MRAM) combines the speed and durability of SRAM and the non-volatility of Flash onto a "single" chip.

Freescale's MRAM cells use a single transistor and a magnetic tunnel junction structure combined with a patented scheme for reliable writing of the magnetic bits. MRAM uses magnetic polarization, rather than electric charge, to store information, eliminating leakage and wear-out. It allows a single memory solution to replace multiple types of memory on a single chip helping to enable faster, lower power, more cost-effective solutions for a variety of applications.

Clearing non-volatile memory is only possible by accessing the Logic Box.

H. Memory Capacity and Expansion











I. Central System Network Connectivity

As of February 25th 2021, IT has entered into a fully executed non-disclosure agreement with Everi Games Inc and has received the Everi Video Lottery Terminal Interface Protocol Document II version 2.18. IT's system engineering team has reviewed the protocol document, has created and begun executing a project implementation plan. IT has engaged Gaming Laboratories International (GLI) to perform a platform review and provide pre compliance evaluation and review of IT's software implementation for the New York Lottery. GLI will be working with IT to review and confirm compliance with the all aspects of the protocol as defined and outline in the document to fully comply and operate in this jurisdiction as well as perform full interoperability testing with the NYL/Everi System in their New Jersey laboratory headquarters.

J. Central System Activiation

As of February 25th 2021, IT has entered into a fully executed non-disclosure agreement with Everi Games Inc and has received the Everi Video Lottery Terminal Interface Protocol Document II version 2.18. IT's system engineering team has reviewed the protocol document and has created and began executing our project implementation plan. IT has engaged Gaming Laboratories International (GLI) to perform a platform review and provide pre compliance



evaluation and review of IT's software implementation for the New York Lottery. GLI will be working with IT to review and confirm compliance with the all aspects of the protocol as defined and outline in the document to fully comply and operate in this jurisdiction as well as perform full interoperability testing with the NYL/Everi System in their New Jersey laboratory headquarters.

K. Safety

Great care has gone into the design of the cabinet to ensure that players will never be subjected to electrical, mechanical or fire hazards: There are no sharp edges, no unprotected entry points, and the cabinet has a good field ground to protect from electrical shock hazard. The cabinet is made of materials that are either non-combustible or quick to self-extinguish.

There are two thermally activated circuit breakers employed in the cabinet for fault protection. The first protects users from over current for all the switched AC, and the second protects the service outlets of the unswitched AC (Always ON).

L. Loss of Power

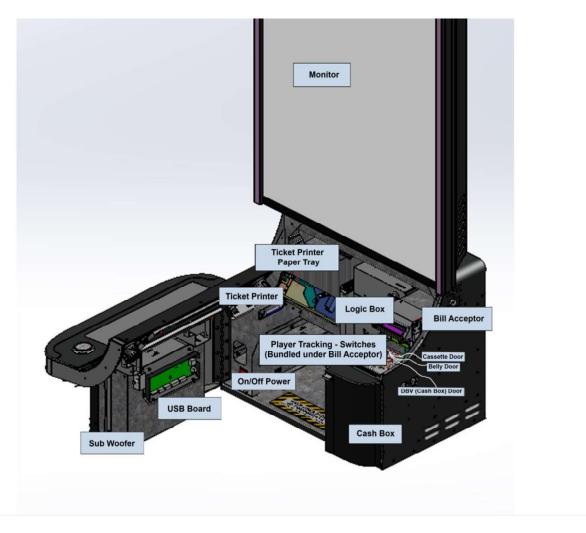
To ensure the Gaming System can be powered down properly in the event of an emergency or temporary loss of power, an uninterruptable power supply will be installed at each location. Additionally, a surge protector will be installed on the line that feeds electrical power to each VLT. Electronic meters are capable of maintaining accuracy of all accounting records and terminal status reports for a period of one hundred eighty (180) days after power is discontinued from the VLT.

A backup device will be kept within the VLT's locked logic board compartment. No mechanism will allow the electronic meters to automatically clear without the written approval of the Commission.

M. Power Switch

The IT gaming device has a ON/OFF power supply switch in the lower left corner of the cabinet interior. It can only be accessed with the key that unlocks the Belly Door. This is an identical design in all three cabinets: V55, Summit and Skybox.





Interior Components - Main Door Open



N. Bill Acceptors

The bill acceptor in the IT gaming device has a unique part number that is permanently affixed to the outside of the bill acceptor housing. It is conspicuous and clearly visible to casino employees who need to remove or replace the slot cash storage box in the bill acceptor.

This device has been designed to only accept bills, although the denominations can be set according to jurisdictional requirements. The global set of denominations available on a given device can be configured by the operator.

The set of denominations available to the player can then be configured by the operator for each game on the gaming device from the global set defined above. The device will allow up to the coin-in limit to be accepted before a wager is made. Once the coin-in limit is reached, the device will not accept any further cash or vouchers until the credit meter drops below the coin-in limit again.

The actual denomination to be played can be selected by the player from the set of available denominations set up by the operator. This selection is made either from the game selection screen, which provides a set of radio buttons for selecting the denomination, or from within a game itself by pressing the on-screen denomination button to cycle through available denominations.

(1) Capacity

The chart below lists the IT bill acceptors and their capacity.

Bill Acceptors

Type	Note Capacity	Platforms
MEI	Minimum 500	GLI V1.00.14.04 GLI V1.00.14.05 Multi-stick
JCM UBA	Minimum 500 Expandable to 1000	GLI V1.00.14.04 GLI V1.00.14.05 Multi-stick

(2) Operational Capability

All acceptance devices can detect the entry of valid bills, coupons and tickets, which are the only acceptable methods of external credit input. The gaming device software can sufficiently interpret and act appropriately upon a valid or invalid input. The input system is located in a separate locked compartment to prevent against vandalism, abuse or fraudulent activity. The bill acceptors used in the IT gaming device are designed to be factory set only.

There are no exposed cables connecting the bill acceptor to the gaming device. Credits are only registered on the gaming device when the bill or coupon/voucher has passed the point where it is

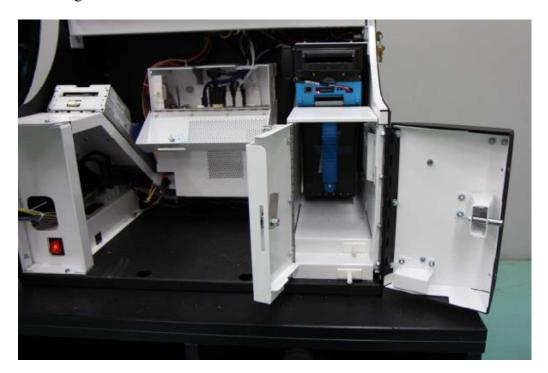


accepted and stacked, and the bill acceptor has sent the *Stacked* message to the machine. At this point the bill is irrevocably stacked and cannot be retrieved without opening internal doors on the gaming device.

Note: Once a game is started, the player cannot change the denomination until completion of that game (including all bonus games and free spins).

(3) Drop Box

Below is the Drop Box used in the V55 cabinet. It is in a locked area of the cabinet, separately secured from the other internal areas of the cabinet. The Summit and Skybox have identical Drop Box designs.





(4) Power Failures

To prevent tampering and alert attendants to machine requirements, the gaming device detects and displays the following errors, which are reported from the bill acceptor:

Error Condition	Action to Clear Error			
■ BILL STACKER OUTER DOOR OPEN				
 BILL ACCEPTOR POWER CYCLED 				
 BILL ACCEPTOR JAMMED 	If any of these error conditions occurs,			
 BILL ACCEPTOR CHEATED 	game play is paused and a red error			
 BILL ACCEPTOR STACKER FULL 	dialog box appears indicating all of the outstanding error conditions.			
 BILL ACCEPTOR STACKER REMOVED 	odicialiding offer containone.			
 BILL ACCEPTOR LOCALE ERROR 	To clear the errors, the error condition			
 BILL ACCEPTOR REQUIRES CONFIGURATION 	must be resolved, and the attendant key must be turned to acknowledge the error.			
 BILL ACCEPTOR REQUIRES SERVICE 	must be turned to acknowledge the error.			
 CASH BOX REMOVED SWITCH 				

Note: The gaming device maintains counts of the total number of bills of each denomination accepted.

If the bill acceptor detects that it has been cheated, the game is paused, an error message displays, and it remains in error until it has been acknowledged by turning the attendant key.

If a bill or voucher is inserted that would cause the credit meter to go above the coin-in limit, then that bill or voucher is rejected by the game and returned to the player. No meters are changed when this occurs.



O. Magnetic Stripe Reader

IT has experience with installing magnetic stripe readers in our Amusement games such as Golden Tee. Typically, in our Gaming products, the player tracking is proprietary and installed by the casino. Based on our past experience installing tens of thousands of magnetic stripe readers in various Amusement machines, IT will not have a problem installing readers in each VLT.

P. Central System Provider Specifications

As of February 25th, 2021, IT has entered into a fully executed non-disclosure agreement with Everi Games, Inc and has received the Everi Video Lottery Terminal Interface Protocol Document II version 2.18. IT's system engineering team has reviewed the protocol document. The team has created and begun executing a project implementation plan. IT has engaged Gaming Laboratories International (GLI) to perform a platform review and provide precompliance evaluation and review of IT's software implementation for the New York Lottery. GLI will be working with IT to review and confirm compliance with the all aspects of the protocol as defined and outline in the document to fully comply and operate in this jurisdiction as well as perform full interoperability testing with the NYL/Everi System in their New Jersey laboratory headquarters.

Q. Bar Code Reader

The IT gaming device reads redemption tickets or vouchers and uses a printer to issue ticketed payment to players. If a taxation limit is reached on a single play, it is not possible to redeem the ticket without human interaction. All of the following information is recorded in an online data system and printed on the ticket:

- Value of credits in local monetary units
- Time of day in 24-hour format, including hours and minutes
- Date, including day, month and year
- Gaming device number
- Unique validation number and a bar code



R. Download

As of February 25th, 2021, IT has entered into a fully executed non-disclosure agreement with Everi Games, Inc and has received the Everi Video Lottery Terminal Interface Protocol Document II version 2.18. IT's system engineering team has reviewed the protocol document. The team has created and begun executing a project implementation plan. IT has engaged Gaming Laboratories International (GLI) to perform a platform review and provide precompliance evaluation and review of IT's software implementation for the New York Lottery. GLI will be working with IT to review and confirm compliance with the all aspects of the protocol as defined and outline in the document to fully comply and operate in this jurisdiction as well as perform full interoperability testing with the NYL/Everi System in their New Jersey laboratory headquarters.

S. Logic and Electronics Area





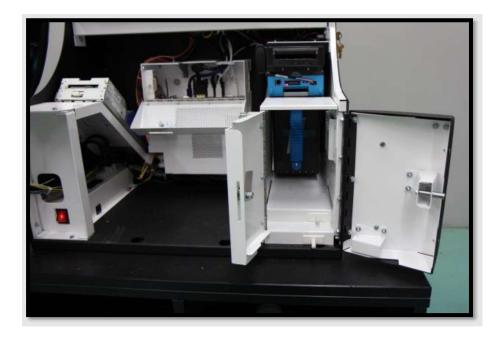




T. Currency Compartment

(1) The bill validator/acceptor area of the V55 is in a locked compartment, separate from the main cabinet area. Accessing the bill acceptor area is possible only by using a separate key from the main door; the area is equipped with a sensor that alerts attendants if the door is open or if the bill stacker has been removed. All key locks are equipped with sensors that indicate door open/closed or stacker removed. This area is identical in the V55, Summit and Skybox cabinets.

All acceptance devices can detect the entry of valid bills, coupons and tickets, which are the only acceptable methods of external credit input. The gaming device software can sufficiently interpret and act appropriately upon a valid or invalid input. (2) The input system is located in a separate locked compartment to prevent against vandalism, abuse or fraudulent activity. The bill acceptors used in the IT gaming device are designed to be factory set only.

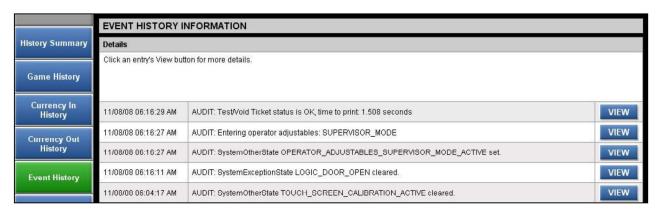




Sensors

The Event History in Operator Mode tracks all events such as Belly Door or Logic Door opening. Below is an example:

Touch **Event History** to see a list of all events that have recently occurred on the Player Interface. Events include any activity that generates an audit, such as opening a door, printing a ticket, or touching a button or on-screen icon.



History>Event History: Touch View to see the details of the audit at the top of the page

For example, AUDIT: SystemExceptionState-LOGIC_DOOR_OPEN-set indicates the date and time the logic box door was opened.



The number of events listed depends on the file size of the log. It could easily number in the hundreds or even thousands.



U. Printer Type

Printers

Туре	Firmware	Platforms
Ithaca Epic 950	TransAct M950 S00124	GLI V1.00.14.04 GLI V1.00.14.05 Multi-stick
JCM GEN5 Global	5RNEVIT23.dfu	Eos-Lap R3P2
Nanoptix – PayCheck 2	PAY-3.85V	GLI V1.00.14.04 GLI V1.00.14.05 Multi-stick

The IT gaming device uses a printer to issue ticketed payment to players. If a taxation limit is reached on a single play, it is not possible to redeem the ticket without human interaction. All the following information is recorded in an online data system and printed on the ticket:

- Value of credits in local monetary units
- Time of day in 24-hour format, including hours and minutes
- Date, including day, month and year
- Gaming device number
- Unique validation number and a bar code

The gaming device can display the last 50 money in transactions including bills and vouchers. The gaming device is also able to display the last 50 voucher out transactions and/or hand-pay transaction. These may be accessed within the Operator screens under the History Category and by choosing Currency In History and Currency Out History respectively.

The gaming device employs a ticket printer, which displays the following messages on a pop-up dialog box in the center of the screen during normal operation:

- Validating Ticket
- Printing Ticket
- Please Remove Ticket

The gaming device is linked to a computerized system, which allows validation of the printed ticket. The ticket printer can identify duplicate tickets to prevent fraud by reprinting and redeeming a ticket that was previously issued by the gaming device.



Printer Location

The ticket printer is mounted inside the locked cabinet door of the gaming device, which is separate from the logic box and the bill stacker.

Printer Error/Tilt Conditions

If an error condition arises, one of the following warnings display on the screen, as reported from the Ticket Printer:

Error Condition Action to Clear Warning/Error If this warning condition occurs, it is displayed in a message box at the top of the screen. Game play TICKET PRINTER PAPER LOW is not stopped for this condition: To clear the error, add paper to the Ticket Printer. TICKET PRINTER PAPER OUT TICKET PRINTER JAMMED If any of these error conditions occur, game play is paused and a red error dialog will appear TICKET PRINTER FAILURE indicating all of the outstanding error conditions. TICKET PRINTER DISCONNECTED To clear the errors, the error condition must be resolved, and the attendant key must be turned to TICKET PRINTER POWER CYCLED acknowledge the error. TICKET PRINTER PRINTED BAD DATA

V. Video Display

Calibration

IT's cabinets are accurate once calibrated for a minimum of 90 days. The touch screen can be recalibrated without accessing the cabinet's interior. There are no other areas on the touch screen, such as hidden or undocumented buttons.

Calibrate Screen and Set Out of Order

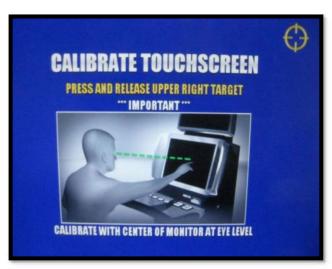
At the bottom of all Operator Mode screens except the Diagnostics Run Interactive Tool are the Navigation Menu and the **Calibrate Screen** and **Set Out of Order** icons.



Verify that calibration is complete by returning to the main game and touching various items on the screen. If the game does not respond to touching on-screen icons, or the calibration seems off, return to the Calibration screen and recalibrate.



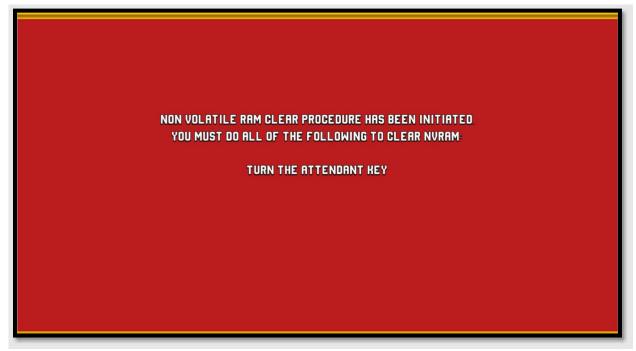
Touch **Set Out of Order** to disable the Player Interface and prevent player access. The icon turns red and now reads **Clear Out of Order**. Touch **Exit**. The game is now locked and the screen reads: *Cabinet Disabled by Local Attendant*. *Player Interface Locked by Operator Adjustable*. Game play can only be resumed by turning the attendant key and touching **Clear Out of Order** to enable player access.



Tilt Conditions

IT video displays have been proven to be highly accurate in the field, but there are certain situations when the game will enter an error state and red screen so the attendant can address the issue.

In the example below, the NVRAM protocol has been initiated so the display screen turns red:



Tilt Conditions: There are several conditions that cause the games to "tilt". These are clearly identified by red screens.



W. Tower Lights

The Tower Lights at the top of the IT gaming device illuminate whenever an external door opens; a player has won a prize in an amount exceeding the threshold amount for which a redemption ticket can be printed; an error condition has occurred; or the "Call Attendant" condition has been initiated by the player.

In addition to the mechanical light illumination, the VLT will send an alert to the Central System when the "Call Attendant" condition has been intimated or a threshold amount has been won.



Tower Light Test: Lights can be flashed from Diagnostics in Operator Mode.



X. Communications Protocol

As of February 25th 2021, IT has entered into a fully executed non-disclosure agreement with Everi Games Inc and has received the Everi Video Lottery Terminal Interface Protocol Document II version 2.18. IT's system engineering team has reviewed the protocol document. The team has created and begun executing a project implementation plan. IT has engaged Gaming Laboratories International (GLI) to perform a platform review and provide pre compliance evaluation and review of IT's software implementation for the New York Lottery. GLI will be working with IT to review and confirm compliance with the all aspects of the protocol as defined and outline in the document to fully comply and operate in this jurisdiction as well as perform full interoperability testing with the NYL/Everi System in their New Jersey laboratory headquarters.

Y. Game Data Control and Diagnostics

IT cabinets have restricted access with a series of locks that can only be unlocked with a key assigned to various levels of control operators on a casino floor. In the case of Diagnostics and Accounting data, the following keys are required to access Operator Mode.

Accessing Operator Mode

Access Operator Mode using the attendant key on the exterior right side of the EGM. All jurisdictions require a Full Access Key for full access to Operator Mode. See Operator Mode Access Levels on the following page for more details.

Access Levels

There are three access levels, which restrict employees from accessing certain sensitive information and from making changes without proper authorization. The access level displays in the upper left corner of the menus.



Full Access enabled



Operator Mode Access Levels

	Attendant Access Level	Supervisor Access Level	Full Access Level
Menus Available	All menus including : History, Accounting and Diagnostics, but limited access to Configuration menu (only volume and speed).	All menus, including : History, Accounting, Diagnostics and Configuration but no access to importing configurations, licensing information or adjustments to payout percentages.	Complete access to all menus, including : History, Accounting, Diagnostics and Configuration (access to importing configurations, licensing information and adjustments to payout percentages).
Access	Turn attendant key on right side of machine	Open main cabinet door and turn attendant key	 Open main cabinet door Open logic box and insert the full access key flash drive in one of the horizontal auxiliary USB drives mounted on the right side of the box. Turn attendant key

History

The History area of Operator Mode is accessible with the Attendant Key.



The **History** menu is a useful tool once game play has been initiated and is invaluable for internal and external auditing. It includes detailed information on game play for the past 50 games played and currencies in and out.

Touch **History Summary** for an overview of recent game trends, such as total drop amount, coin in and total coin out. No adjustments are possible from this menu.

History Summary	HISTOR	HISTORY SUMMARY INFORMATION										
	Last 5 Games Played											
	Date Time	Game	Denom	Denom Start Amount	Other Amount	End Amount	Wager		Award			
Game History	Date	Time	Game	Denom	Start Amount	Other Amount	Enu Amount	Credit	Amount	Credit	Amount	
Gaine History	01/04/2010	12:43:37 PM	Freedom Poker	\$1	\$113.59	\$0.00	\$113.59	1	\$1.00	1	\$1.00	
Currency in	01/04/2010	12:43:20 PM	Easy Deuces	\$1	\$98.59	\$0.00	\$113.59	5	\$5.00	20	\$20.00	
History	01/04/2010	12:43:02 PM	Deuces Wild	\$1	\$99.59	\$0.00	\$98.59	1	\$1.00	0	\$0.00	
lie e le	01/04/2010	12:42:48 PM	Aces & Faces	\$1	\$99.59	\$0.00	\$99.59	1	\$1.00	1	\$1.00	
Currency Out History	01/04/2010	12:42:32 PM	4x Bonus Poker	\$1	\$89.59	\$0.00	\$99.59	5	\$5.00	15	\$15.00	

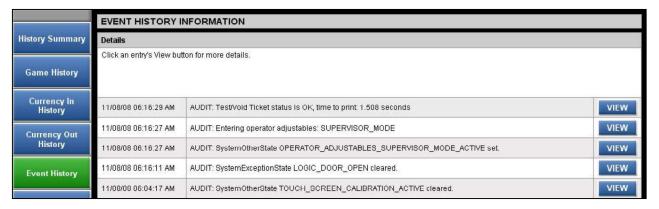


History>History Summary: Summarized details of recent gaming activity on the EGM For the **five most recent games played**:

- Date game was played
- Time game was played
- Title of game
- Denomination
- Start Amount
- Other Amount
- End Amount
- Wager in credits and amount
- Award in credits and amount

Event History

Touch **Event History** to see a list of all events that have recently occurred on the Player Interface. Events include any activity that generates an audit, such as opening a door, printing a ticket, or touching a button or on-screen icon.



History>Event History: Touch View to see the details of the audit at the top of the page

For example, AUDIT: SystemExceptionState-LOGIC_DOOR_OPEN-set indicates the date and time the logic box door was opened.



The number of events listed depends on the file size of the log. It could easily number in the hundreds or even thousands.

Z. Site Closing Commands

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and outline in the document to fully comply and operate in this jurisdiction as well as perform full interoperability testing with the NYL/Everi System in their New Jersey laboratory headquarters.

AA. Meter Standards

1. Credit Meters

IT's credit meter reflects cash value on the machine, and the Progressives amounts are maintained in currency amount.

2. Collect Meter

Player Credit Meters are tracked in various Accounting totals. The number of credits collected is subtracted from the player's credit meter before it is added to the collect meter.

Accounting totals in currency for often referenced data:

- *Total Drop Amount* The cumulative amount of currency in the Player Interface.
- *Total Currency Out* The total amount taken from the Player Interface.
- *Total Available Amount* The amount that is *currently* in the Player Interface and available for play. After a player cashes out this number goes to zero.
- Coin In The total wagered amount (Excluding Secondary Bets)
- *Total Wagered Amount (Including Secondary Bets)* The total wagered amount including Poker double ups and bonuses.
- *Total Coin Out (Winnings Including Jackpots)* The cumulative amount the Player Interface has paid out.
- *Total Drop Count* The total number of drops counted by the Player Interface.
- Payout Percent The theoretical and actual payout percentages for the Player Interface.

3. Accounting

The Belly Door enclosure provides access to the cash box and hard meters. These meters are only accessed by authorized gaming facility employees.

All game wager, game won, game lost, game tied and game count are supported at the game denomination level. The game has electronic digital storage of 15 digits for all soft meters. The gaming device is equipped with a mechanism to retain the value of all required meters in the event of a power loss. Cabinet meters and the active game meters are stored in NVRAM and survive a power loss. In a multi-game setup, the meters for inactive games are paged to a database on the writeable mSATA drive when not in use. These will also survive a power loss.



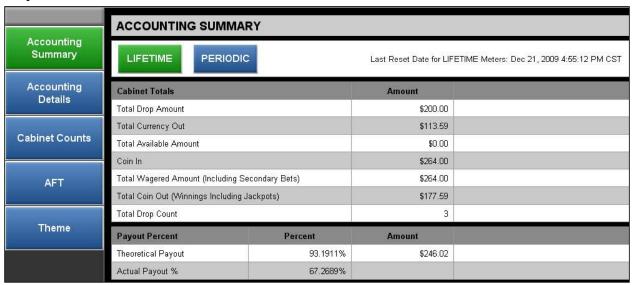
4. Meter Capabilities

There are two methods of viewing accounting information: Lifetime and Periodic. Both methods reset to zero when NVRAM is cleared. The default mode is **Lifetime**, and this will not reset unless NVRAM is cleared. There is no mechanism to allow meters to automatically clear without written approval. **Periodic** mode can be reset by removing the cash box on the bill acceptor. The last reset date and time for the Lifetime meter is always displayed at the top of the screen where the option for Lifetime and Periodic appear.



Accounting Summary

Touch **Accounting Summary** for an overview of the most popular accounting data, such as total drop amount, coin in and total coin out.

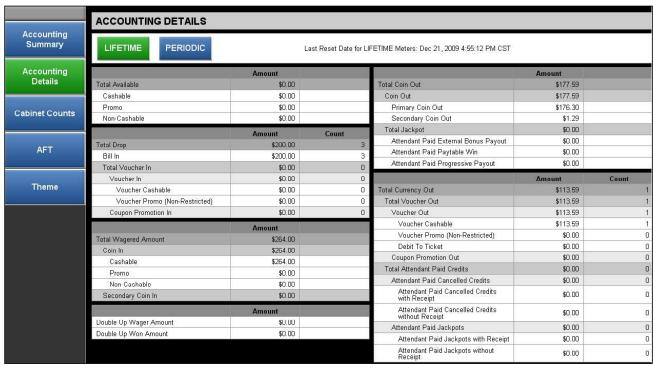


Accounting Summary: Summarized details on accounts



Accounting Details

Touch **Accounting Details** to see detailed accounting data, such as total voucher in, double up wager amount, attendant paid credits and total jackpots.



Accounting Accounting Details: Detailed accounting data on totals across Player Interface

Other Meters

In addition to the required meters noted above, each individual game available for play shall have "Credits Bet" and "Credits Won" meters represented in either credits or currency amounts.

Complete accounting details for all accounting totals in dollar amount and count (if applicable):

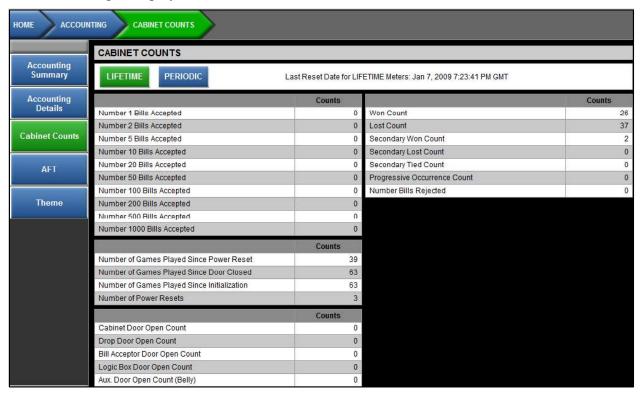
- Total Available Detailed amounts for Cashable, Promotional and Non-Cashable currency on the Player Interface available for play.
- *Total Drop* Detailed amounts and counts for Bill In and Voucher In (Cashable and Promotional), and Coupon Promotional.
- Total Wagered Amount Detailed amounts and counts for Coin In (Cashable, Promotional and Non-Cashable) and Secondary Coin In.
- Total Coin Out Primary and Secondary Coin Out and Total Jackpot, including Attendant Paid External Bonus Payout, Attendant Paid Paytable Win and Attendant Paid Progressive Payout.



- *Total Currency Out* Detailed amounts and counts for Total Voucher Out, including Voucher Out and Coupon Promotion Out.
- Total Attendant Paid Credits Detailed amounts and counts for Attendant Paid Cancelled Credits and Attendant Paid Jackpots.

Cabinet Counts

Touch **Cabinet Counts** to see a summary of bill counts, door open counts, won and lost counts, and number of games played.



Accounting>Cabinet Counts: Summary of counts

Displays the number of counts (number of times that an event occurred) for various machine functions:

- Bill counts (individual counts of types of bills inserted \$1-1000)
- Number of games played since certain types of events (power reset, door closed, initialization or last NVRAM clear)
- Open counts for all doors: Main Cabinet Door, Cash Box Door, Bill Acceptor Door, Logic Box Door, Belly Door.
- Won and lost counts (Primary Won Count/Lost Count and Secondary Won Count/Lost Count)



BB. Hardware Controls

1. General Description

The IT VLT gaming device is a multi-configurable electronic gaming device primarily for the display of video slot results from a central determinate system. The gaming device allows casino operators significant control over a range of options: Multi-game setup, volatility, payout, denomination and volume. These are configured so that there is no alteration of the areas containing critical data and/or communications to the Central System regarding operation of the game.

CC. External Doors and Compartment Requirements

It is not possible to access the gaming device when all doors are closed and locked without a key. The main door and belly door have been manufactured of powder-coated steel, and the logic area is made of cold rolled steel. All doors have locking mechanisms and the hinges and steel are strong enough to withstand forced entry. Any efforts to illegally enter the cabinet will leave serious evidence of tampering.

All seals between doors and cabinet have been designed to resist forced entry and entry of objects. All doors, including main, belly and logic, are equipped with sensors that detect and report all external door openings. If a door is open, a red screen appears. The gaming device detects and displays the following door open conditions, as reported from secured areas:

Error Condition	Action to Clear Error
 LOGIC DOOR OPEN MAIN DOOR OPEN BELLY DOOR OPEN DROP BOX DOOR OPEN BILL STACKER OUTER DOOR OPEN 	If these error conditions occur, game play will be paused and a red error dialog will appear indicating all of the outstanding error conditions. To clear the errors, the indicated door(s) must be closed.



LOGIC DOOR WIRING ERROR

To prevent tampering, the Logic Door Switch, which is used to detect entry into the CPU logic box, is wired so that normally open and normally closed contacts are monitored by the system.

During normal operation, the normally open and normally closed contacts will always have opposite logic states. If (after debouncing) both the normally open and normally closed inputs are detected to be in the same state, the Logic Door Wiring Error is displayed.

If this error condition occurs, game play will be paused and a red error dialog will appear indicating the error condition. To clear this error, the error condition must be resolved, and the attendant key must be turned to acknowledge the error.

Acknowledgement via the attendant key is not necessary to clear door open conditions. Simply closing the doors is sufficient. However, upon closure, a message indicating which doors have been closed is displayed at the top of the screen, and will remain until completion of the next game.

Note: All other door switches (except the Logic Door Switch described above) are wired such that the door is considered CLOSED when the door switch is in the CLOSED state. Therefore, attempting to disable the switch by clipping a wire will result in an open circuit and a door open will be detected. It is not possible to insert a device of any kind into the gaming device that would disable a door open sensor when the machine's door is shut without leaving evidence of tampering.

DD. Alarms

The gaming device has an audible alarm that will sound when any door is opened; additionally, it will send a notification to the Central System of the nature of the alarm and it will also tilt, halting all activities.

The alarm is triggered by the same monitoring switches that trigger upon door openings and are designed to be inaccessible from outside the cabinet

EE. Component Failure Shutdown

In the event of any kind of internal failure, whether it's mechanical or data-driven, the gaming device displays a red screen with a description of the failure. The Tower Light at the top of the machine flashes to alert attendants to the problem. The next steps for returning the machine to service would depend on the exact type of internal failure.



FF. Open and Close Door Procedures

Secure Enclosures

Following are the secure enclosures that house critical game circuitry. All of these enclosures have locking mechanisms for secure access:

The upper main cabinet enclosure houses the interconnect board (ICB), which provides the motherboard interface to:

- Audio amplifier and speakers
- Bill Acceptor
- Ticket printer
- Tower light
- Security switch inputs for main door, attendant key, supervisor key, cash box door and belly door

When the main door is open, the gaming device ceases play and enters an error condition. A red screen displays to the player, the bill acceptor is disabled and the tower light illuminates. After the error is cleared and the main door is closed, the gaming device automatically returns to its original game state.



GG. VLT Identification Requirements

Each IT gaming device has a permanent metal serial plate mounted on the side of the cabinet that does not permit its removal without leaving evidence of tampering. It includes the manufacturer (IT), a serial number (S/N), model number, AC input, UL mark, factory ID, bar code and manufacturing date.



HH. Network Control and Security

IT gaming devices do not typically have the capacity for remote access or control. Encryption is used for security coverage. The encryption scheme for the Central System has been reviewed and IT's engineers are confident the device will be able to comply with it. All Non-disclosure agreements have been signed. The gaming device will not disrupt a communications line by creating line interference or otherwise remaining in transmit mode when no data is to be transmitted.

II. Game Data Security

IT will depend on Everi and GLI for a complete explanation of the communications protocol expected. However, based on previous experience with communications protocols, the gaming device will certainly have built-in data integrity checking, as the current system checks for a host of internal and external protocols on boot up and while the game is in session. TCP has built in data integrity checking, and SSL over TCP adds even more since the decryption will fail if the data is in error.



JJ. Program Interruption and Resumption

When any IT game returns from a power down, the following processes occur:

- 1) The program resumption routine completes running before any communication to an external device occurs.
- 2) If the program storage media fails, the gaming device control programs test themselves for possible corruption using checksum validation tests.
- 3) The integrity of all critical memory has been checked.

Performance Testing

The table below shows all of the tests available in Diagnostics and their purpose. These tests, except for GAT 3, should be performed when powering up the Player Interface for the first time, after any service interruption, and after any service to a specific area of the machine. Please see the following page for the Diagnostics Interactive Tools table.



Diagnostics Interactive Tools

Test	Purpose
Diagnostics	
>Run Interactive Tool	
>Player Switches	Tests button and switch connections between button panel and motherboard.
+Player 1-18 +Play Button +Call Attendant +CASHOUT	Tests player buttons Tests Play button Tests Call Attendant button Tests CASHOUT button
>Hardware Switches	Tests switch connections between motherboard and:
+Doors	Main Door, Logic Door, Bill Stacker Door, Belly Door, Drop Box Door, Cash Box Removed
+Errors +Keys +DIP Switches +NVRAM DIP	Bill Stacker, Bill Acceptor Attendant Key, Supervisor Key DIPs 1-8 NVRAM DIP
> Audio Test +Play Left +Play Right +Play Sub +Mute	Tests the speaker and subwoofer output Tests sound quality of the left speaker Tests sound quality of the right speaker Tests sound quality of the subwoofer Tests silent mode
>Tower Light Test	Three lights available (based on jurisdiction):
+Flash Top +Flash Center +Flash Bottom	Tests the operability of the top light. Tests the operability of the center light. Tests the operability of the bottom light
>Check Cooling	Tests the CPU fan speed and temperature.
+Processor Fan (RPM) +Processor Temp (C)	Must be greater than or equal to 1,000 RPM Must be less than or equal to 100° (Celsius)
>GAT 3 Test	Tests checksums and software versions on components
+BIOS Checksum +Game USB Flash Drive +OS USB Flash Drive +TPM Flags	Verifies BIOS checksum authenticity Verifies Game USB flash drive authenticity Verifies OS USB flash drive authenticity Verifies Trusted Platform Module (TPM) flag authenticity
>Bill Acceptor Test	Tests bill acceptor connectivity
>Printer Test	Tests printer connectivity
>Video Test	Tests for color distortion



KK. Power Surges

Control Programs

The gaming device may enter a reset state if a surge or dip of +/- 20% of the supply voltage occurs. However, the RAM content will be maintained even in the event of a power failure.

Low Battery RAM

The IT gaming device does not use a battery for powering NVRAM, instead it uses a magneticbased system that does not require maintenance and is designed to last for 20 years. Magnetoresistive random access memory (MRAM) combines the speed and durability of SRAM and the non-volatility of Flash onto a "single" chip.

Freescale's MRAM cells use a single transistor and a magnetic tunnel junction structure combined with a patented scheme for reliable writing of the magnetic bits. MRAM uses magnetic polarization, rather than electric charge, to store information, eliminating leakage and wear-out. It allows a single memory solution to replace multiple types of memory on a single chip helping to enable faster, lower power, more cost-effective solutions for a variety of applications.

Clearing non-volatile memory is only possible by accessing the logic box. After initiating a NVRAM reset procedure the game executes a routine, which initializes all bits in NVRAM to the default state through the boot process. It is not possible to perform a partial NVRAM clear on the IT gaming device.

A routine with a current time stamp is called ("zeroOutAllNvram"). ALL of NVRAM is cleared out, and afterwards a master header is written out containing:

- the time stamp
- a copyright message
- a version number
- a checksum of this header

After a power cycle, the additional headers are created and written out, splitting up the NVRAM into two file systems (Fixed and Audit stores). There are no default values in the files systems; these file systems are empty. After this the game is free to add Fixed store information and Audit Store information and create its own defaults as needed.

Uninterruptible Power Supply (UPS)

To ensure the Gaming System can be powered down properly in the event of an emergency or temporary loss of power, an uninterruptable power supply will be installed at each location.



LL. Error Connections

NOTE – Access to the gaming device attendant screens will only be made by authorized agents of the Video Lottery Gaming Facility and or a licensed and authorized employee of the Gaming Commission. Access to the attendant screens can only be made by using the correct key which will only be provided and kept under locked and authorized access by the Video Lottery Gaming facility.

Clearing Error Conditions

The Clearing Errors Table on the following pages describe all the error/exception conditions detected by the gaming device and how to clear them. The table contains the following columns:

Condition – Name of the error/exception condition.

Response – Describes the gaming device response to this condition. Can be one of the following:

- INFO A message indicating the condition(s) displays. Game play is not paused. Cash and vouchers are accepted, and the player is allowed to CASHOUT.
- ERROR A red error dialog box displays on top of the current game screen, indicating the condition(s). Game play is paused until all of the outstanding error conditions are cleared. Cash and vouchers are not accepted, and the player is not allowed to CASHOUT.



During some ERROR states, such as a ticket printer failure, the player can initiate an attendant hand pay.

- NVRAM CLEAR A red full-screen display message appears indicating the condition. From here, an NVRAM clear can be initiated using the NVRAM Clear procedure. Cash and vouchers are not accepted, and the player is not allowed to CASHOUT.
- FATAL A red full-screen display message appears indicating the condition. Game play is stopped. Upon resolution, a reboot is required to resume normal operation. Cash and vouchers are not accepted, and the player is not allowed to CASHOUT.

Description – A description of the error/exception condition and its cause.

Clear Procedure – Steps required to clear the condition so normal game play can resume



Clearing Errors

Condition	Response	Description	Clear Procedure
System			
SYSTEM POWER RESET	INFO	The system has come up from a cold start (reboot).	Clears automatically on completion of the next game play cycle.
CALL ATTENDANT	INFO	The player call attendant button has been pressed to enable "call attendant" mode.	Press the call attendant button again to clear "call attendant" mode.
SYSTEM REBOOTING	ERROR	The system is about to reboot due to an operator or system initiated reboot request.	Clears automatically on completion of the reboot.
NVRAM CLEARED	INFO	NVRAM has been cleared.	Clears automatically on completion of the next game play cycle.
SOFTWARE CONFIGURATION ERROR	FATAL	A software configuration error has occurred. Typical when a software component module attempts to access another software component module that does not exist.	Reboot the gaming device.
SOFTWARE RUNTIME ERROR	FATAL	A fatal software runtime error has occurred. This is typically caused by software failure (bugs).	Reboot the gaming device. In some severe instances, it may be necessary to initiate the NVRAM clear procedure (For example, if after rebooting, the gaming device returns to a software runtime error state).
PROGRAM AUTHENTICATION MISMATCH	FATAL	The program/data files stored on one or more of the static USB sticks (OS/ CODE) has been corrupted.	Replace/repair the corrupt USB sticks and reboot the gaming device.
SOFTWARE LICENSE ERROR	FATAL	There is a problem with the installed software license (no license installed, license invalid, license expired, etc.).	Install a valid software license.
WRITABLE MEDIA AUTHENTICATION ERROR	FATAL	An unauthorized file was detected on the WRITABLE media drive.	Delete the unauthorized file(s), or replace the WRITABLE media, and reboot.
JURISDICTION VERSION MISMATCH	FATAL	The software version of the USB GAME drive does not match the software version of the USB drive.	Replace USB GAME drive with compatible versions and reboot.

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Condition	Response	Description	Clear Procedure
Doors			
LOGIC BOX DOOR OPEN	ERROR	The logic box door is open.	Close the logic box door.
LOGIC BOX DOOR CLOSED	INFO	The logic box door was open but has now been closed.	Clears automatically on completion of the next game play cycle.
LOGIC BOX DOOR WIRING ERROR	ERROR	Access Error Condition	Repair the logic door wiring error, then turn the attendant key to acknowledge.
MAIN DOOR OPEN	ERROR	The cabinet main door is open.	Close the cabinet main door.
MAIN DOOR CLOSED	INFO	The cabinet main door was open but has now been closed.	Clears automatically on completion of the next game play cycle.
BELLY DOOR OPEN	ERROR	The cabinet belly door is open.	Close the cabinet belly door.
BELLY DOOR CLOSED	INFO	The cabinet belly door was open but has now been closed.	Clears automatically on completion of the next game play cycle.
CASH BOX DOOR OPEN	ERROR	The cash box door is open.	Close the cash box door.
CASH BOX DOOR CLOSED	INFO	The cash box door was open but has now been closed.	Clears automatically on completion of the next game play cycle.
BILL STACKER OUTER DOOR OPEN	ERROR	The bill stacker outer door is open.	Close the bill stacker outer door.
BILL STACKER OUTER DOOR CLOSED	INFO	The bill stacker outer door was open but has now been closed.	This will clear automatically upon completion of the next game play cycle.



Condition	Response	Description	Clear Procedure
USB Button & ICB Boards			
USB I/O BOARD DISCONNECTED	ERROR	The USB ICB (I/O) board (interconnect board located in the upper right of the cabinet) has been disconnected from the motherboard (or has lost power).	Reconnect (or restore power to) the USB ICB board.
USB I/O BOARD RECONNECTED	INFO	The USB I/O board was disconnected, but has now been reconnected.	Clears automatically on completion of the next game play cycle.
USB I/O BOARD FIRMWARE CHANGED	ERROR	The USB I/O board was disconnected, but has now been reconnected, but the firmware version (or CRC) in the reconnected I/O board does not match that of the previously connected ICB board.	Turn the attendant key to acknowledge the error.
USB BUTTON BOARD RESET	INFO	The USB button board's internal CPU has reset.	This will clear automatically upon completion of the next game play cycle.
USB BUTTON BOARD DISCONNECTED	ERROR	The USB button board (located in the main door) has been disconnected from the CPU (or has lost power).	Reconnect (or restore power to) the USB button board, then turn the attendant key to acknowledge.
USB BUTTON BOARD RECONNECTED	INFO	The USB button board was disconnected, but has now been reconnected.	This will clear automatically upon completion of the next game play cycle.
USB BUTTON BOARD FIRMWARE CHANGED	ERROR	The USB button board was disconnected, but has now been reconnected. The firmware version (or CRC) in the reconnected button board does not match the previously connected button board.	Turn the attendant key to acknowledge the error.
USB BUTTON BOARD RESET	ERROR	The USB button board's internal CPU has reset.	Turn the attendant key to acknowledge the error.
USB I/O BOARD ERROR	FATAL	Unknown software error occurred while accessing USB I/O board.	Reboot the gaming device.
USB BUTTON BOARD ERROR	FATAL	Unknown software error occurred while accessing USB button board.	Reboot the gaming device.
CONTROL PANEL USB TOUCHSCREEN DISCONNECTED	ERROR	The virtual control panel has been disconnected.	Reconnect and error will clear.

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Condition	Response	Description	Clear Procedure
Bill Acceptor			
MONEY IN DISABLED BY HOST	INFO	Money In has been explicitly disabled by the back office host (no bills or vouchers will be accepted).	Clears automatically when the back office host re- enables Money In.
MONEY OUT DISABLED BY HOST	INFO	Money Out has been explicitly disabled by the back office host (the player cannot CASHOUT).	Clears automatically when the back office host re- enables Money Out.
BILL ACCEPTOR POWER CYCLED	ERROR	The bill acceptor unit has had its power cycled independent of the main CPU. Note: This message is not displayed on a normal power up.	Turn the attendant key to acknowledge the error.
BILL ACCEPTOR JAMMED	ERROR	The bill acceptor unit has reported that it is jammed.	Clear the jam condition, power cycle the bill acceptor, then turn the attendant key to acknowledge.
BILL ACCEPTOR CHEATED	ERROR	The bill acceptor unit has reported that it has been cheated.	Turn the attendant key to acknowledge error.
BILL ACCEPTOR STACKER NEAR FULL	ERROR	The bill acceptor unit has reported that the bill stacker is almost full.	Empty the bill stacker, then turn the attendant key to acknowledge error.
BILL ACCEPTOR STACKER FULL	ERROR	The bill acceptor unit has reported that the bill stacker is full.	Empty the bill stacker, then turn the attendant key to acknowledge error.
BILL ACCEPTOR STACKER REMOVED	ERROR	The bill acceptor unit has reported that the bill stacker has been removed.	Install the bill stacker.
BILL ACCEPTOR REQUIRES CONFIGURATION	ERROR	No bill acceptor has been configured/selected from the operator mode configuration screen	Configure the bill acceptor from the operator menu.
BILL ACCEPTOR REQUIRES SERVICE	ERROR	The bill acceptor unit has reported that it is in need of service.	Diagnose and repair the bill acceptor.
BILL ACCEPTOR LOCALE ERROR	ERROR	The country/currency code of the installed bill acceptor does not match the country/currency code of the gaming device.	Install a bill acceptor configured for the correct country/currency, then turn the attendant key to acknowledge error.



Condition	Response	Description	Clear Procedure
Ticket Printer			
TICKET PRINTER PAPER LOW	INFO	The ticket printer unit has reported that the paper supply is low.	Install more paper in the ticket printer.
TICKET PRINTER OUT OF PAPER	ERROR	The ticket printer unit has reported that it is out of paper.	Install more paper in the ticket printer, then turn the attendant key to acknowledge error.
TICKET PRINTER JAMMED	ERROR	The ticket printer unit has reported that it is jammed.	Clear the printer jam, then turn the attendant key to acknowledge error.
TICKET PRINTER FAILURE	ERROR	The ticket printer unit has reported an error other than those described above.	Repair the ticket printer, then turn the attendant key to acknowledge the error.
TICKET PRINTER DISCONNECTED	ERROR	The ticket printer unit has been disconnected from the CPU (or has lost power).	Reconnect (or restore power to) the ticket printer, then turn the attendant key to acknowledge error.
TICKET PRINTER POWER CYCLED	ERROR	The ticket printer unit has had its power cycled independent of the main CPU. Note : This message is not displayed on a normal power up.	Turn the attendant key to acknowledge error.
TICKET PRINTER DATA ERROR	ERROR	The ticket printer unit has reported that the last ticket was incorrectly printed.	Turn the attendant key to acknowledge error.
Hard Meters			
HARD METER 1 ABSENT	ERROR	Hardware meter unit 1 is disconnected from the USB button board.	Reconnect all disconnected meters.
HARD METER 1 ERROR	ERROR	An error occurred incrementing, or getting the status of hardware meter unit 1. This is typically caused by disconnection of the USB button board.	Repair all meters in error, then turn the attendant key to acknowledge error.
HARD METER 2 ABSENT	ERROR	Hardware meter unit 2 is disconnected from the USB button board.	Reconnect all disconnected meters.
HARD METER 2 ERROR	ERROR	An error occurred incrementing, or getting the status of hardware meter unit 2. Caused by disconnection of the USB button board.	Repair all meters in error, then turn the attendant key to acknowledge error.

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Condition	Response	Description	Clear Procedure
HARD METER 3 ABSENT	ERROR	Hardware meter unit 3 is disconnected from the USB button board.	Reconnect all disconnected meters.
HARD METER 3 ERROR	ERROR	An error occurred incrementing, or getting the status of hardware meter unit 3. This is typically caused by disconnection of the USB button board.	Repair all meters in error, then turn the attendant key to acknowledge the error.
HARD METER 4 ABSENT	ERROR	Hardware meter unit 4 is disconnected from the USB button board.	Reconnect all disconnected meters.
HARD METER 4 ERROR	ERROR	An error occurred incrementing, or getting the status of hardware meter unit 4. This is typically caused by disconnection of the USB button board.	Repair all meters in error, then turn the attendant key to acknowledge error.
HARD METER 5 ABSENT	ERROR	Hardware meter unit 5 is disconnected from the USB button board.	Reconnect all disconnected meters.
HARD METER 5 ERROR	ERROR	An error occurred incrementing, or getting the status of hardware meter unit 5. This is typically caused by disconnection of the USB button board.	Repair all meters in error, then turn the attendant key to acknowledge error.
HARD METER 6 ABSENT	ERROR	Hardware meter unit 6 is disconnected from the USB button board.	Reconnect all disconnected meters.
HARD METER 6 ERROR	ERROR	An error occurred incrementing, or getting the status of hardware meter unit 6. This is typically caused by disconnection of the USB button board.	Repair all meters in error, then turn the attendant key to acknowledge error.
Video History HISTORY VIDEO HARDDRIVE ERROR	ERROR	Either hardware or software prevents or disrupts access to the disk drive for successful recording or playback.	Reboot to clear.



Condition	Response	Description	Clear Procedure
NVRAM			
NVRAM PCI CARD MISSING	FATAL	The PCI NVRAM card was not detected in the PCI slot of the CPU motherboard.	Install a PCI NVRAM card and reboot the gaming device.
NVRAM PCI CARD NO I/O PORT	FATAL	The PCI NVRAM card in the PCI slot on the CPU motherboard does not contain the I/O port necessary to read the DIP switches and logic door switch.	Replace the PCI NVRAM card and reboot the gaming device.
NVRAM CLEAR PROCEDURE COMPLETED	NVRAM CLEAR	The NVRAM clear procedure has been completed, and NVRAM is now cleared.	Turn off the NVRAM Clear Enable DIP switch. The EGM will then soft reboot automatically.
NVRAM CLEAR PROCEDURE INITIATED	NVRAM CLEAR	The NVRAM clear procedure has been initiated. To complete the procedure, the logic door must be opened, and the supervisor key turned.	Open the CPU logic box door, then turn and release the supervisor key.
NVRAM CORRUPT	NVRAM CLEAR	The data stored in NVRAM is corrupted.	Initiate the NVRAM clear procedure.
NVRAM BATTERY LOW OR DEAD	NVRAM CLEAR	The NVRAM battery is low on power or dead.	Initiate the NVRAM clear procedure.
NVRAM VERSION MISMATCH	NVRAM CLEAR	The data version number stored in NVRAM does not match the data version number in the game program. This can happen if different version of the game code is run on a cabinet. The NVRAM version number is changed in the game code whenever the internal structure of the data stored in NVRAM is changed.	Initiate the NVRAM clear procedure.
NVRAM STORE ERROR	NVRAM CLEAR	An error occurred storing data to NVRAM.	Initiate the NVRAM clear procedure.
NVRAM CID MISMATCH	NVRAM CLEAR	The CID (cabinet ID number) stored in NVRAM does not match the CID in the CPU motherboard. This can happen if an NVRAM card is swapped between CPU motherboards.	Initiate the NVRAM clear procedure.

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Condition	Response	Description	Clear Procedure
NVRAM NVRAM PERMSTORE MISMATCH	NVRAM CLEAR	•	nitiate the NVRAM clear procedure.
PERMANENT PERSISTANCE CORRUPT	NVRAM CLEAR	The data stored in the permstore database on the writable USB flash drive is corrupted.	Initiate the NVRAM clear procedure.
PERMANENT PERSISTANCE VERSION MISMATCH	NVRAM CLEAR	The version stored in the permstor database on the writable flash drive does not match the version in the motherboard. This can happen if the writable USB flash drive is swapped between motherboards.	
PERMANENT PERSISTANCE CID MISMATCH	NVRAM CLEAR	The CID (cabinet ID number) store in the permstore database on the writable flash drive does not match the CID in the motherboard. This can happen if the writable USB flash drive is swapped between motherboards.	
PERMANENT PERSISTANCE I/O ERROR	NVRAM CLEAR	An I/O error occurred while accessing the permstore database on the writable USB flash drive.	Initiate the NVRAM clear procedure. Note: This could also indicate a problem with the WRITABLE USB flash drive hardware.
PERMANENT PERSISTENCE LICENSE MISMATCH	NVRAM CLEAR	The signature of the installed software license does not match the license signature stored in NVRAN and/or on the WRITABLE USB flast drive.	Initiate the NVRAIM
PERMANENT PERSISTENCE GAME GROUP MISMATCH	NVRAM CLEAR	The game group defined on the USB GAME drive does not match the game group stored in NVRAM and/or on the WRITABLE USB flas drive. This will happen if the game group is changed by changing the USB GAME drive with one containing a different game group.	clear procedure.

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Condition	Response	Description	Clear Procedure
NVRAM PERMANENT PERSISTENCE JURISDICTION MISMATCH	NVRAM CLEAR	The jurisdiction defined on the USB GAME drive does not match the jurisdiction stored in NVRAM and/or on the WRITABLE USB flash drive. The USB GAME drive has been replaced with one containing a different jurisdiction definition.	Initiate the NVRAM clear procedure.
PERMANENT PERSISTENCE BOARDSWAP DATA MISSING	NVRAM CLEAR	Persistent data stored in the WRITABLE USB flash drive is out of sync with data stored in NVRAM.	Initiate the NVRAM clear procedure.
PERMANENT PERSISTENCE DISKSERIAL MISMATCH	NVRAM CLEAR	The video history hard drive does not match the one that was previously installed	Initiate the NVRAM clear procedure.
NVRAM CORRUPT WRITE	NVRAM CLEAR	NVRAM failed to verify correctly after a data write.	Initiate the NVRAM clear procedure. Note: This could also indicate a problem with the PCI NVRAM card hardware.
NVRAM CLEAR REQUIRED AFTER LICENSE INSTALL	NVRAM CLEAR	A new software license has been installed which requires an NVRAM clear.	Initiate the NVRAM clear procedure.
TOUCH SCREEN			
USB TOUCHSCREEN DISCONNECTED	ERROR	The USB touch screen has been disconnected from the CPU motherboard.	Make sure the USB touch screen is properly connected to the CPU motherboard, and powered on.
FAN/TEMPERATURE			
FAN TOO SLOW CPU	ERROR	The CPU fan is running too slowly, or has stopped.	Repair the CPU fan, , then turn the attendant key to acknowledge error.
TEMPERATURE TOO HOT CPU	ERROR	The CPU core temperature is too hot.	Repair the cooling system problem, , then turn the attendant key to acknowledge error.
BACK OFFICE			_
BACK OFFICE DISCONNECTED	INFO	Communication has been lost with the back office host.	Reestablish communication with the back office host.
BACK OFFICE HANDPAY QUEUE FULL	ERROR	Communication has been lost with the back office, and thirty hand pays have been issued from the EGM which are queued up to be sent to the back office.	Reestablish communication with the back office host. The pending hand pays will then be automatically sent to the back office.

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NN. Redemption Ticket Printer Standards

1. Ticket and Ticket Data

The ticket printer in the gaming device prints the following information on printed tickets and will relay that information to the Central System.

- Value of credits in local monetary units in numerical form;
- Time of day the ticket was printed in twenty-four (24) hour format reflecting hours and minutes:
- Date, in any recognized format, indicating the day, month, and year;
- VLT number;
- Unique validation number, and/or barcode;
- Name of the Video Lottery Gaming Facility; and
- Identification of the Central System session.

2. Duplicate

The gaming device maintains copies of all printed tickets.

3. Validation

The gaming device employs a ticket printer, which displays the following messages on a pop-up dialog box in the center of the screen during normal operation:

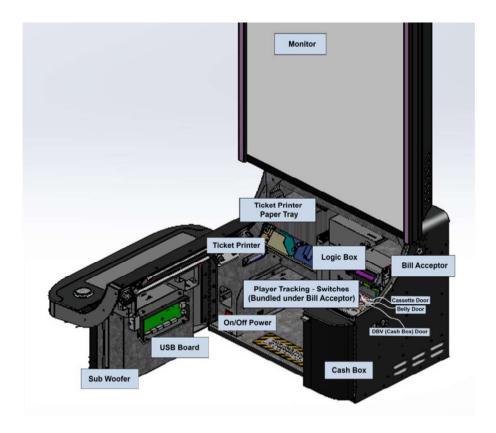
- Validating Ticket
- Printing Ticket
- Please Remove Ticket

The gaming device is linked to a computerized system, which allows validation of the printed ticket. The ticket printer can identify duplicate tickets to prevent fraud by reprinting and redeeming a ticket that was previously issued by the gaming device.



Location and Design

The Ticket Printer is located behind the locked Belly Door on the left side of the lower cabinet. It is separate from the locked Logic Box area and Drop Box area of the V55, Summit and Skybox cabinets.





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