

PROPOSAL RESPONSE

Lot 2

Volume 2 – Technical Proposal

Solicitation # C202017
Due Date: March 19, 2021
3:00 PM EST

Submitted by:
Aristocrat Technologies, Inc.
10220 Aristocrat Way
Las Vegas, NV 89135

TITLE PAGE

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Portions of this proposal, which are identified and marked "Aristocrat Technologies, Inc. Proprietary and Confidential", contain Aristocrat Technologies Incorporated ("ATI") and Aristocrat Gaming ("Aristocrat") confidential information, ideas, concepts, processes, and trade secrets. The confidential and proprietary contents of this proposal are intended solely for use by the New York State Gaming Commission in evaluating this proposal as part of its procurement process and may not be disclosed except as necessary for that purpose. Release of Aristocrat confidential and proprietary information would cause Aristocrat serious and irreparable competitive harm. Aristocrat invests significant resources to maintain its confidential and proprietary information, which is unavailable to third parties except under nondisclosure agreements or protections that cover this information under applicable law. If any third party makes a request for disclosure of this proposal or any portion thereof, please notify Aristocrat immediately so that Aristocrat can act to protect its confidential and proprietary contents unauthorized disclosure.

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FACILITY STAFF
-

1. TRANSMITTAL LETTER

March 19, 2021

RE: New York Lottery's Commission's (the "Commission") Division of Gaming Video Lottery Games RFP C20217, Lot #2 Qualified Bidder

Aristocrat Gaming ("Aristocrat") is excited for the opportunity to participate in the New York Lottery's Commission's (the "Commission") Division of Gaming Video Lottery Games RFP C20217, Lot #2 Qualified Bidder, to work with the New York Lottery's Video Lottery Central System ("Central System"). On behalf of the 6,000 global employees at Aristocrat, we are pleased to introduce our credentials, product offerings, and rationale to become a Lot 2 Qualified Bidder with an endorsement from our executive leadership team.

This is a historic opportunity for the State of New York, the New York Lottery Gaming Commission, Venue Operators, and Players. With this submission, the New York gaming industry will gain direct access to our fan-favorite slot games, award-winning game content, superior service, marketing partnership, and overall commercial support.

Our games are a high-performing foundation on casino floors and operator venues across the United States and the globe. We are thrilled at the opportunity to become a direct supplier in New York and have a high degree of conviction that will bring differentiated value to the New York gaming ecosystem for the following reasons:

- **Ours are the games no casino operator can live without.** Our award-winning games feel like they were born in a casino due to undeniable performance that delivers results for operators and exciting entertainment for players.
- **Aristocrat games infuse player demand on the casino floor.** Aristocrat games have high brand equity, and fans are likely to choose where to play based on Aristocrat titles.
- **Superior service.** Our customer-centric passion has been the foundation of our success, so our games keep players entertained and operators running.

We have made every effort to respond to this RFP fully; however, should you have any questions or require further information about this Proposal, please contact either Ms. Melissa Adams or Ms. Michelle Lewis of Aristocrat:

Ms. Michelle Lewis
Business Development Executive
michelle.lewis@aristocrat.com
609-553-5799

Ms. Melissa Adams
Vice President, Sales
melissa.adams@aristocrat.com
702-249-4211

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

With over 50 years of gaming experience, we believe now is the time to invite NY players to experience new and innovative Aristocrat games and for operators to gain direct access to our award-winning portfolio for the first time in history. We look forward to letting our games work as hard as you do, and we are privileged to submit our Lot 2 Qualified Bidder response.

Aristocrat Technologies, Inc



Hector Fernandez
President, Aristocrat Americas & EMEA

2 ATTACHMENT 1 BIDDER ACKNOWLEDGEMENT OF ADDENDUM

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: Aristocrat Technologies Inc.

REPRESENTATIVE SIGNATURE:

A handwritten signature in blue ink, written over a horizontal line. The signature is stylized and appears to be the name of a representative from Aristocrat Technologies Inc.

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: Aristocrat Technologies Inc.

REPRESENTATIVE SIGNATURE: _____



RFP: C202017 – New York Lottery Video Lottery Games

BIDDER ACKNOWLEDGEMENT OF ADDENDUM

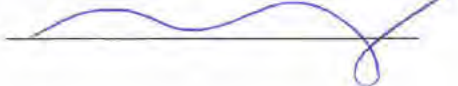
Amendment Number: ONE

Date Issued: FEB. 23, 2021

Summary:

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

FIRM NAME: Aristocrat Technologies Inc

REPRESENTATIVE SIGNATURE: 

3 ATTACHMENT 3 DOCUMENT SUBMITTAL CHECKLIST



Gaming Commission

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	
Document Submittal Checklist (Attachment 3)	§4.2 §4.3	With Proposal	
Contract Form (Appendix B) (incorporates Appendix A)	§2.2	Must be signed—With Proposal	
Bidder/Offerer Disclosure/Certification Form (Appendix C)	§1.11	With Proposal	
Non-Collusive Bidding Certification (Appendix D)	§1.1	With Proposal	
NYS Vendor Responsibility Questionnaire (Appendix E)	§1.14	With Proposal, unless filed online	
Encouraging Use of New York State Businesses in Contract Performance (Appendix I)	§2.22	With Proposal	
Work Force Employment Staffing Plan (Appendix J-2)	§2.18	With Proposal	
MWBE Utilization Plan Form (Appendix J-4) <ul style="list-style-type: none"> • Proposed Plan 	§2.18	Proposed plan, including estimated percentage—With Proposal	
Diversity Practices Questionnaire (Appendix K)	§4.2 §4.3	With Proposal	
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	
Statement on Sexual Harassment (Appendix N)	§1.23	With Proposal	

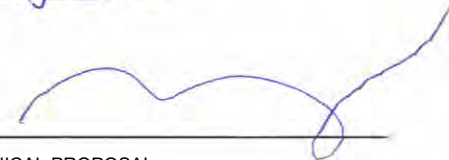
Anti-Discrimination EO 177 Certification (Appendix O)	§1.24	With Proposal	
Insurer Qualifications and Insurance Requirements (Appendix P) <ul style="list-style-type: none"> Compliance Statement 	§2.15	Include a statement of compliance with the insurer qualifications and insurance requirement—With Proposal	
Bond Requirements (Appendix Q)	§2.16	With Proposal and upon award (See Appendix Q)	
Video Lottery Gaming Application For Agent/Vendor (Appendix S)	§4.2 §4.3	With Proposal	
Designation of Proprietary Information (FOIL)	§1.15	With Proposal	
Disclosure of Litigation	§1.19	With Proposal	
References	§4.2 §4.3	With Proposal	
Technical & Pricing Proposals	§4.2 §4.3	Submit Technical and Pricing Proposals Separately as Defined in RFP	

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) <ul style="list-style-type: none"> 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: Aristocrat Technologies Inc.

REPRESENTATIVE SIGNATURE: _____



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	X Transmittal Letter
Bidder Acknowledgement of Addendum (Attachment 1)	§1.12	With Proposal, if applicable	X Attachment 1
Document Submittal Checklist (Attachment 3)	§4.2 §4.3	With Proposal	X Attachment 3
Contract Form (Appendix B) (incorporates Appendix A)	§2.2	Must be signed—With Proposal	X Representation & Certification Section
Bidder/Officer Disclosure/Certification Form (Appendix C)	§1.11	With Proposal	X Representation & Certification Section
Non-Collusive Bidding Certification (Appendix D)	§1.1	With Proposal	X Appendix D
NYS Vendor Responsibility Questionnaire (Appendix E)	§1.14	With Proposal, unless filed online	X Provided Online
Encouraging Use of New York State Businesses in Contract Performance (Appendix I)	§2.22	With Proposal	X Representations and Certifications Section
Work Force Employment Staffing Plan (Appendix J-2)	§2.18	With Proposal	X Representations and Certifications Section
MWBE Utilization Plan Form (Appendix J-4) • Proposed Plan	§2.18	Proposed plan, including estimated percentage—With Proposal	X Representations and Certifications Section
Diversity Practices Questionnaire (Appendix K)	§4.2 §4.3	With Proposal	X Provided in Diversity Practice
Participation Opportunities for New York State Service-Disabled Veteran Owned Businesses (Appendix L)	§2.19	With Proposal	X Representations and Certifications Section
Vendor Assurance of No Conflict of Interest or Detrimental Effect (Appendix M)	§1.20	With Proposal	X Appendix M
Statement on Sexual Harassment (Appendix N)	§1.23	With Proposal	X Representations and Certifications Section
Anti-Discrimination EO 177 Certification (Appendix O)	§1.24	With Proposal	X Representations and Certifications
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 Statement of compliance provided with proposal
Bond Requirements (Appendix Q)	§2.16	With Proposal and upon award (See Appendix Q)	X Representations and Certifications Section
Video Lottery Gaming Application For Agent/Vendor (Appendix S)	§4.2 §4.3	With Proposal	NOT REQD. Amend. 3
Designation of Proprietary Information (FOIL)	§1.15	With Proposal	X
Disclosure of Litigation	§1.19	With Proposal	X
References	§4.2 §4.3	With Proposal	X WITHIN PROPOSAL
Technical & Pricing Proposals	§4.2 §4.3	Submit Technical and Pricing Proposals Separately as Defined in RFP	X

4 APPENDIX B SIGNED CONTRACT FORM (SECTION 2.2)

5 DESIGNATION OF PROPRIETARY INFORMATION

Response: Designation of confidential and proprietary information is marked throughout the response. Please refer to Attachment 1 Aristocrat's Freedom of Information Law letter with designation of proprietary and confidential information.

6 DISCLOSURE OF LITIGATION AND OTHER INFORMATION

Response: There is no current or pending litigation to disclose.

VIDEO LOTTERY TERMINALS, GAMES, SOFTWARE AND MAINTENANCE
C_____

THIS AGREEMENT made this 11 day of March, ²⁰²¹ 20 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 11, 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. Term. This Contract shall be effective July 1, 2021 through December 31, 2029.
3. Regulations. 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. Licensing. 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.
- iii. 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. Consent. 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. Approvals Required. 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. Mutual Cooperation. 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. Contractor's Proprietary Rights. 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. Limitation of Contractor's Lobbying Activities. 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. Communication and Contracts. 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. Notices. 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. Liability and Indemnification. 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. Relationship. 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. Force Majeure. 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. Documents Incorporated. 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.

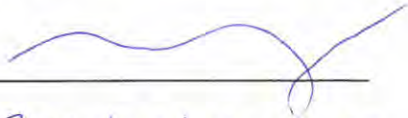
(b) This instrument and the documents incorporated herein represent the entire agreement between the Commission and the Contractor, and no modification thereof shall be binding unless the same is in writing and signed by the parties.

(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

By: 
Title: President, Americas
Date: March 11, 2021

NEW YORK STATE
GAMING COMMISSION

By: _____
Title: _____
Date: _____

ATTORNEY GENERAL

By: _____
Title: _____
Date: _____

COMPTROLLER
Thomas P. DiNapoli

By: _____
Title: _____
Date: _____

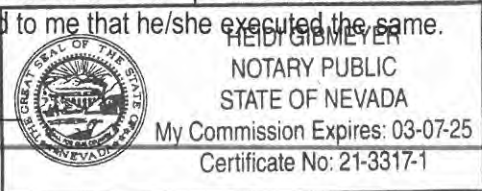
Acknowledgement

ACKNOWLEDGEMENT BY INDIVIDUAL

STATE OF Nevada)
) ss.:
COUNTY OF Clark)

On this 11th day of March, 2021, before me personally came Hester Fernandez, to me known and known to me to be the person described in and who executed the foregoing instrument and he/she acknowledged to me that he/she executed the same.


Notary Public



ACKNOWLEDGEMENT BY UNINCORPORATED ASSOCIATION

STATE OF _____)
) ss.:
COUNTY OF _____)

On this _____ day of _____, 20____, before me personally came _____, to me known and known to me to be the person described in and who executed the above instrument, who, being duly sworn by me, did for himself/herself depose and say that he/she is a member of the firm of _____ and that he/she executed the foregoing instrument in the firm name of _____, and that he/she had authority to sign same, and he/she did duly acknowledge to me that he/she executed the same as the act and deed of said firm of _____, for the uses and purposes mentioned therein.

Notary Public

ACKNOWLEDGEMENT BY CORPORATION

STATE OF _____)
) ss.:
COUNTY OF _____)

On this _____ day of _____, in the year 20_, before me personally came _____, to me known, who, being by me duly sworn did depose and say that he/she resides in _____; that he/she is the _____ of the _____, the corporation described in and which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such a corporate seal, that it was so affixed by the order of the Board of Directors of said corporation, and that he he/she signed his/her name thereto by like order.

Notary Public

7 CONFLICT OF INTEREST DISCLOSURE

Response: Appendix M Conflict of Interest Disclosure follows.

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: *Hector Fernandez, President, Americas*

Signature:

A handwritten signature in blue ink, consisting of a series of loops and a long horizontal stroke.

Date: *March 11, 2021*

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

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.

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Name, Title: Keith Harper, CEO

Signature: *Keith Harper*

Date: March 15, 2021

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

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.

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Name, Title: *ANTHONY TOMASELLO / CEO/OWNER*

Signature: *A Tomaseillo*

Date: *3/15/21*

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

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.

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Name, Title:

Carroll H. Hynson, Jr., President

Signature:

Carroll Hynson, Jr.

Date:

03/15/2021

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

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.

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Name, Title: *STEVE COOPER, GENERAL MANAGER*

Signature:



Date: *MAR 15/21*

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

Vendor Assurance of No Conflict of Interest or Detrimental Effect

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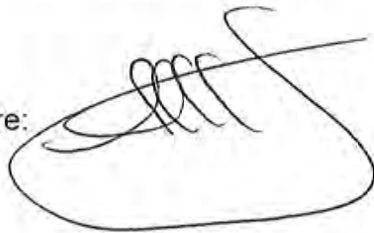
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Name, Title: *ALEXSANDRA CRANNEY / CEO*

Signature: 

Date: *3/15/21*

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

Vendor Assurance of No Conflict of Interest or Detrimental Effect

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Name, Title:

DIANNA YEZZI, PRESIDENT

Signature:



Date:

3/15/2021

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

8 CERTIFICATIONS AND REPRESENTATIONS

Executed RFP Appendices and Acknowledgements listed below are included in Certifications and Representation section and follow:

Appendix C.....	Bidder/Offeror Disclosure/Certification Form
Appendix D.....	Non-Collusive Bidding Certification
Appendix E.....	Vendor Responsibility Questionnaire
	Note: provided online
Appendix I.....	Encouraging Use of New York State Businesses in Contract Performance
Appendix J-2.....	Work Force Employment Staffing Plan
Appendix J-4.....	MWBE Utilization Plan Form
Appendix K.....	Diversity Practices
Appendix L.....	Participation Opportunities for New York State Service-Disabled Veteran Owned Businesses
Appendix N.....	Statement on Sexual Harassment
Appendix O.....	Anti-Discrimination EO 177
Appendix Q.....	Bond Requirements
Acknowledgements.....	Appendix P 2.15 Insurer Qualifications Acknowledgement
	2.28 Intellectual Property Response
	Amendment No. 3 Acknowledgements

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 State Comptroller.

PERMISSABLE CONTACTS: Stacey Relation and Alysyan Bowers

1. CONTACTS - Contractor affirms that it understands and agrees to comply with the procedures on procurement lobbying restrictions regarding permissible contacts in the restricted period for a procurement contract in accordance with State Finance Law §§ 139-j and 139-k. I agree

2. BIDDER/OFFERER DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS Pursuant to Procurement Lobbying Law (SFL §139-j)

(a) Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years?

Yes No

If yes, please answer the following question:

(b) Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j?

Yes No

(c) If "Yes" was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a governmental entity?

Yes No

If "Yes", please provide details regarding the finding of non-responsibility:

Governmental Entity: _____

Date of Finding of Non-Responsibility: _____

Basis of Finding of Non-Responsibility (attach additional sheets if necessary): _____

3. Has any governmental agency terminated or withheld a procurement contract with the above-named individual or entity due to the intentional provision of false or incomplete information?

Yes No

If yes, provide details:

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding: (add additional pages if necessary) _____

4. TERMINATION CLAUSE:

Contractor certifies that all information provided to the Agency with respect to State Finance Law §§139 (j) and 139 (k) is complete true and accurate. If found to be in violation of State Finance Law §§139 (j) and 139 (k), the contract will result in termination.

I agree

ARISTOCRAT PROPRIETARY AND CONFIDENTIAL INFORMATION BEGINS



ARISTOCRAT PROPRIETARY AND CONFIDENTIAL INFORMATION ENDS

**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.]

Subscribed to under penalty of perjury under the laws of the State of New York, this 11 day March, 2021 as the act and deed of said corporation.

President, Americas
Title


Signature

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:

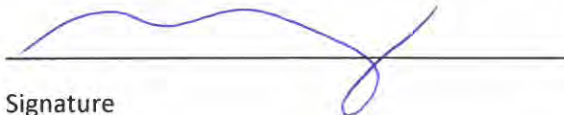
<https://www.osc.state.ny.us/vendrep/>

If you have filed your questionnaire online, please sign below and return only this page with your bid.

Complete the below only if you have filed your questionnaire online, otherwise, please complete the attached questionnaire.

Hector Fernandez

Contractor Name (print)



Signature

Aristocrat Technologies Inc

Company Name

March 11, 2021

Date

ENCOURAGING USE OF NEW YORK STATE BUSINESSES IN CONTRACT PERFORMANCE

New York State businesses have a substantial presence in State contracts 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 extent 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 must continue to utilize small, minority and women-owned businesses, consistent with current State law.

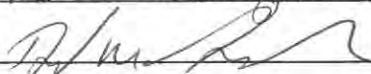
Utilizing New York State businesses in State contracts will help create more private sector jobs, rebuild New York’s infrastructure, and maximize economic activity to the mutual benefit of the contractor and its New York State business partners. New York State businesses will promote the contractor’s 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 identifying information.

Firm Name: ABOVE AND BEYOND TALENT ACQUISITION, INC
 Signature  Date: 3/18/21

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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 identifying information.

Firm Name: Integrated Staffing

Signature: [Handwritten Signature]

Date: 3/19/21

ENCOURAGING USE OF NEW YORK STATE BUSINESSES IN CONTRACT PERFORMANCE

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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 identifying information.

Firm Name: D.A.C.K. CONSULTING

Signature: [Handwritten Signature] Date: 3/19/21

**MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES – EQUAL
EMPLOYMENT OPPORTUNITY POLICY STATEMENT**

M/WBE AND EEO POLICY STATEMENT

I, Hector Fernandez, the (awardee/contractor) Aristocrat Technologies Inc. agree to adopt the following policies with respect to the project being developed or services rendered at

M/WBE

This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the M/WBE contract participations goals set by the State for that area in which the State-funded project is located, by taking the following steps:

- (1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.
- (2) Request a list of State-certified M/WBEs from the Commission and solicit bids from them directly.
- (3) Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.
- (4) Where feasible, divide the work into smaller portions to enhanced participations by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.
- (5) Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. The Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.
- (6) Ensure that progress payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that, if legally permissible, bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation.

EEO

(a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and 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.

(b) This organization shall state in all solicitation 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 disability or marital status.

(c) At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized 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 this organization's obligations herein.

(d) The Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. The Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

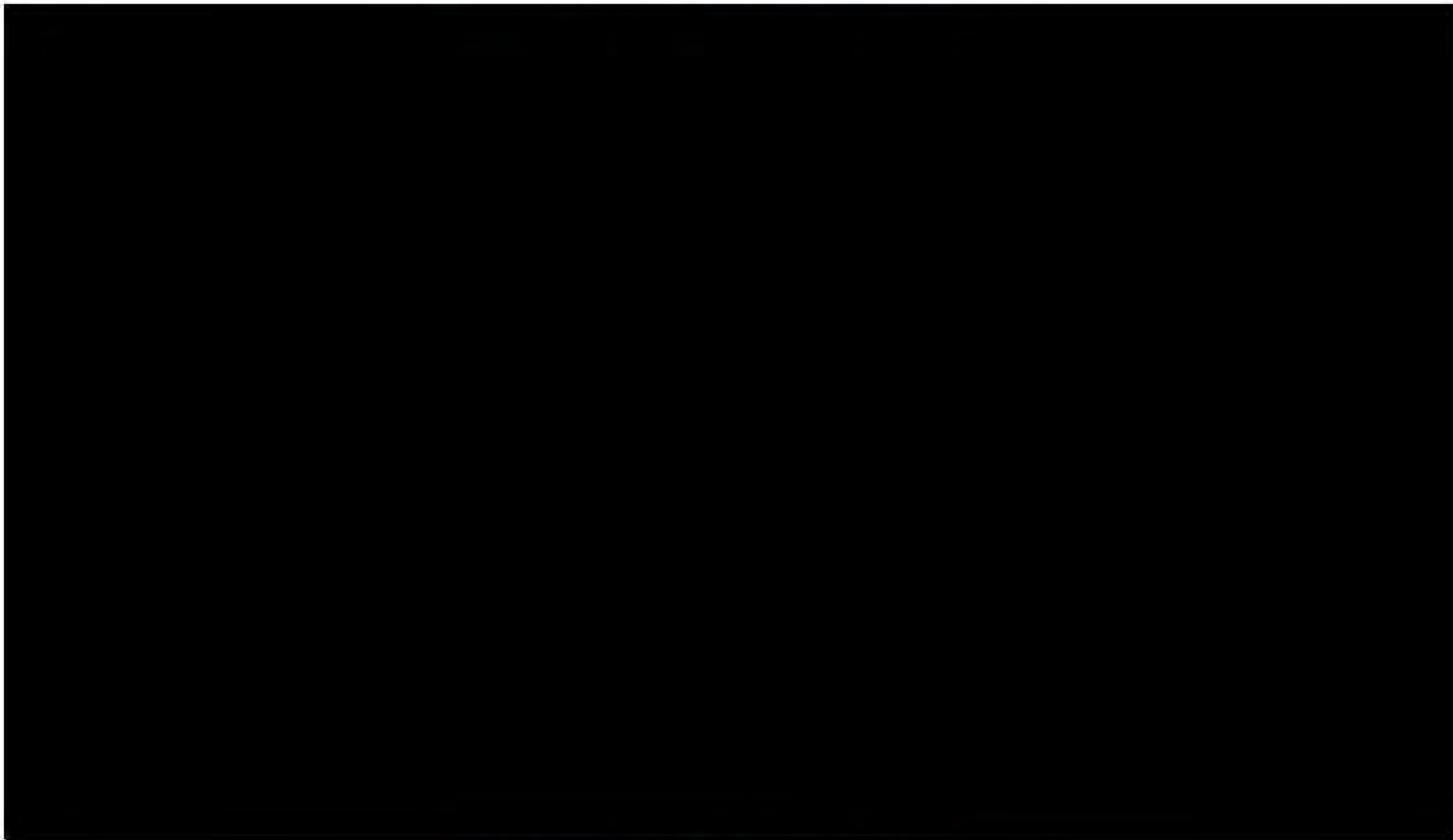
(e) This organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract

Agreed to this 19 day of MARCH, 2021

By 

Print: HECTOR FERNANDEZ Title: PRESIDENT AMERICA

ARISTOCRAT PROPRIETARY AND CONFIDENTIAL INFORMATION BEGINS



ARISTOCRAT PROPRIETARY AND CONFIDENTIAL INFORMATION ENDS

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

ARISTOCRAT PROPRIETARY AND CONFIDENTIAL INFORMATION BEGINS

AGENCY NAME
AGENCY CONTACT
AGENCY PHONE



ARISTOCRAT PROPRIETARY AND CONFIDENTIAL INFORMATION ENDS

REVIEWED BY:
DATE:
MWBE FIRMS CERTIFIED:
MWBE FIRMS NOT CERTIFIED:

NOTICE: this report is required pursuant to Executive Law; failure to report will result in noncompliance.

APPENDIX K

Diversity Practices

K.1: Diversity Practices Questionnaire

K.2: How to Score Diversity Practices

K.3: Diversity Practices Scoring Matrix

Diversity Practices Questionnaire (Response worth up to 5 Technical Points)

Note: Points will not be awarded based on your company's status as a certified MWBE firm; monies spend within your own firm; or training provided to your own employees. All points awarded will be based on the information provided in response to the questions herein pertaining to efforts made toward New York State certified MWBE firms.

I, Hector Fernandez, as President Americas (title) of Aristocrat Technologies INC firm or company (hereafter referred to as the company), swear and/or affirm under penalty of perjury that the answers submitted to the following questions are complete and accurate to the best of my knowledge:

1. Does your company have a Chief Diversity Officer or other individual who is tasked with supplier diversity initiatives? **Yes** or No

If Yes, provide the name, title, description of duties assigned to the position and evidence of initiatives performed by this individual or individuals.

Yes, Christine Ung - Director, Diversity & Inclusion - CRPAUS HR Consolidated - Australia

(Christine Ung is our Director of Diversity & Inclusion.)

In pursuit of Good Faith Efforts to meet New York's Lottery RFP MWBE/SDVOB requirements, Aristocrat has exclusively partnered with DACK Consulting Solutions, Inc., a NYS certified MWBE, to assist our company to aggressively outreach to and become familiar with New York's MWBE/SDVOB supplier community, including conducting two (2) recent MWBE/SDVOB supplier and workforce outreach efforts, held on Dec 3, 2020 and Feb 4, 2021 to develop effective communication with these businesses and communities throughout New York State. These efforts resulted in the combined attendance of over 100 MWBEs/SDVOBs with the assistance of the ESD Division of Minority and Women's Business Development and NYS OGS Division of Service-Disabled Veterans' Business Development. With these outreach efforts, we were able to inform over 9000 New York State certified firms about Aristocrat ahead of the solicitation to grow our Supplier Diversity program to expand our supply base working with MWBE suppliers. Aristocrat is committed to Diversity & Inclusion initiatives to developing our Supplier Diversity supply base. As part of our program, have a Diversity & Inclusion Policy and a Supplier Code of Conduct published on our website: <https://aristocrateisurelimited.gcs-web.com/governance>

2. What percentage of your company's gross revenues (from your prior fiscal year) was paid to New York State certified minority and/or women-owned business enterprises as subcontractors, suppliers, joint-ventures, partners or other similar arrangement for the provision of goods or services to your company's clients or customers?

Less than one percent, **however we intend to increase the percentage significantly as we do more work in NYS), we are currently working with these CERTIFIED MINORITY SUBCONTRACTORS:**

1. Image Power INC - 95 West Street, Annapolis, Maryland 21401 - (1-410-269-8888)

Mr. Carroll H. Hynson Jr – President and Chief Executive Officer

2. Integrated Staffing – 463 Maple Avenue, Saratoga Springs, NY 12866 - (1-518-583-7823)
Dhianna Yezzi - Owner and President
3. Above and Beyond Talent Acquisition Inc – 48 Wall Street, 5th Floor, New York, NY 10005 - (1-646-779-5260) - Mr. Keith Harper CEO - Diversity Certified MBE- www.AandBTalent.com
4. DACK Consulting Solutions, Inc– 2 William St # 202, White Plains, NY 10601

3. What percentage of your company's overhead (i.e. those expenditures that are not directly related to the provision of goods or services to your company's clients or customers) or non-contract-related expenses (from your prior fiscal year) was paid to New York State certified minority- and women-owned business enterprises as suppliers/contractors?¹

Less than one percent, however we intend to increase the percentage significantly as we do more work in NYS), we are currently working with these CERTIFIED MINORITY SUBCONTRACTORS:

1. Image Power INC – 95 West Street, Annapolis, Maryland 21401 – (1-410-269-8888)
Mr. Carroll H. Hynson Jr – President and Chief Executive Officer
2. Integrated Staffing – 463 Maple Avenue, Saratoga Springs, NY 12866 - (1-518-583-7823)
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4. Does your company provide technical training² to minority- and women-owned business enterprises? **Yes or No**

Not currently, however, in the future we can be supportive of existing regional technical assistance programs currently operating in New York State

If Yes, provide a description of such training which should include, but not be limited to, the date the program was initiated, the names and the number of minority- and women-owned business enterprises participating in such training, the number of years such training has been offered and the number of hours per year for which such training occurs.

¹ Do not include onsite project overhead.

² Technical training is the process of teaching employees how to more accurately and thoroughly perform the technical components of their jobs. Training can include technology applications, products, sales and service tactics, and more. Technical skills are job-specific as opposed to soft skills, which are transferable.

5. Is your company participating in a government approved minority- and women-owned business enterprises focused mentor protégé program? **Yes** or **No**

NO

If Yes, identify the governmental mentoring program in which your company participates and provide evidence demonstrating the extent of your company's commitment to the governmental mentoring program.

6. Does your company include specific quantitative goals for the utilization of minority- and women-owned business enterprises in its non-government procurements? **Yes** or **No**

No, however we have a strong diversity and inclusion corporate program and encourage our procurement managers, worldwide, to utilize groups that have been marginalized. We understand the importance of diversity.

If Yes, provide a description of such non-government procurements (including time period, goal, scope and dollar amount) and indicate the percentage of the goals that were attained.


7. Does your company have a formal minority- and women-owned business enterprises supplier diversity program? **Yes** or **No**

As preparation to use best efforts to meet New York's Lottery RFP MWBE requirements, Aristocrat has exclusively partnered with Dack Consulting (MWBE) to help our company connect with New York's MWBE supplier community, including two (2) recent MWBE supplier outreach efforts, held on Dec 3, 2020 and Feb 4, 2021 to grow our Supplier Diversity program to expand our supply base working with MWBE suppliers.

Aristocrat is committed to Diversity & Inclusion initiatives to developing our Supplier Diversity supply base. As part of our program, have a Diversity & Inclusion Policy and a Supplier Code of Conduct published on our website: <https://aristocratleisurelimited.gcs-web.com/governance>

If Yes, provide documentation of program activities and a copy of policy or program materials.

NOTE: All information provided in connection with the questionnaire is subject to audit and any fraudulent statements are subject to criminal prosecution and debarment.

Signature of Owner/Official 
Printed Name of Signatory Hector Fernandez
Title President, Americas
Name of Business Aristocrat Technologies Inc
Address 10220 Aristocrat Way
City, State, Zip Las Vegas NV 89135

INFORMATION ONLY

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, NOT on procurements that are awarded based upon lowest price. The following checklist illustrates when diversity practices should be scored as part of a procurement:

(No answers required)

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

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.

(Christine Ung is our Director of Diversity & Inclusion.)

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.

(Depending on your fiscal year, include DACK and any other NYS MWBE)

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.

(Any training that you provide for your suppliers should be indicated here and that any MWBE will receive the same reorienting their skill set to this industry)

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.

N/A

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.

New York State Diversity Practices Scoring Matrix

Questions

Q1 - CDO or other person tasked with function					Yes	No	Total
					5 pts	0 pts	<input style="width: 40px; height: 20px;" type="text"/>
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	<input style="width: 40px; height: 20px;" type="text"/>
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	<input style="width: 40px; height: 20px;" type="text"/>
Q4 - M/WBE Training			Robust	Moderate	Minimum	None	
			16 pts	8 pts	4 pts	0 pts	<input style="width: 40px; height: 20px;" type="text"/>
Q5 - M/WBE Mentoring			Robust	Moderate	Minimum	None	
			12 pts	8 pts	4 pts	0 pts	<input style="width: 40px; height: 20px;" type="text"/>
Q6 - Written M/WBE goals included in the Company's procurements			Robust	Moderate	Minimum	No	
			20 pts	12 pts	6 pts	0 pts	<input style="width: 40px; height: 20px;" type="text"/>
Q7 - Formal Supplier Diversity Program			Robust	Moderate	Minimum	No	
			6 pts	4 pts	2 pts	0 pts	<input style="width: 40px; height: 20px;" type="text"/>
Q8 - Utilization Plan			Robust	Moderate	Minimum	No	
			5 pts	3 pts	1 pts	0 pts	<input style="width: 40px; height: 20px;" type="text"/>

**Total Diversity Score
(Max 100 pts)**

**Weighted Score (Up to
10% of Technical)**



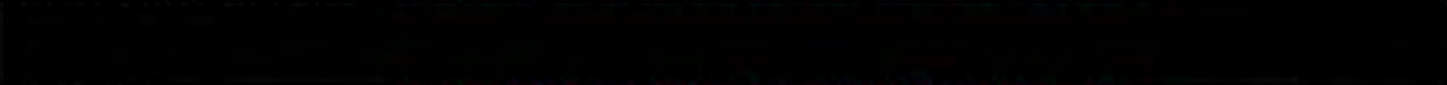
SDVOB UTILIZATION PLAN

Initial Plan Revised plan Contract/Solicitation # _____

INSTRUCTIONS: This Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each NYS Certified Service-Disabled Veteran-Owned Business (SDVOB) under the contract. By submission of this Plan, the Bidder/Contractor commits to making good faith efforts in the utilization of SDVOB subcontractors and suppliers as required by the SDVOB goals contained in the Solicitation/Contract. Making false representations or providing information that shows a lack of good faith as part of, or in conjunction with, the submission of a Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of a contract for cause, loss of eligibility to submit future bids, and/or withholding of payments. Firms that do not perform commercially useful functions may not be counted toward SDVOB utilization. Attach additional sheets if necessary.

BIDDER/CONTRACTOR INFORMATION		SDVOB Goals In Contract
Bidder/Contractor Name: <i>Aristocrat Technologies INC</i>	NYS Vendor ID:	6%
Bidder/Contractor Address (Street, City, State and Zip Code): <i>10220 Aristocrat Way, Las Vegas, NV 89135</i>		
Bidder/Contractor Telephone Number: <i>702-270-1000</i>	Contract Work Location/Region: <i>New York State</i>	
Contract Description/Title: <i>New York Lottery VLT C202017</i>		

CONTRACTOR INFORMATION **ARISTOCRAT PROPRIETARY AND CONFIDENTIAL INFORMATION BEGINS**



Email Address: **ARISTOCRAT PROPRIETARY AND CONFIDENTIAL INFORMATION ENDS**

If unable to meet the SDVOB goals set forth in the solicitation/contract, bidder/contractor must submit a request for waiver on the SDVOB Waiver Form.

SDVOB Subcontractor/Supplier Name: <i>Above & Beyond Staffing</i>			
Please identify the person you contacted: <i>Keith Harper</i>	Federal Identification No.:	Telephone No.:	
		<i>646-779-5260</i>	
Address: <i>48 Wall Street, 5th Floor, New York NY 10005</i>	Email Address: <i>Keith@A&BTalent.com</i>		
Detailed description of work to be provided by subcontractor/supplier: <i>Recruiting and Staffing for VLT Support Service for Aristocrat and Image Power</i>			
Dollar Value of subcontracts/supplies/services (When \$ value cannot be estimated, provide the estimated % of contract work the SDVOB will perform): \$ _____ or 50 _____ %			

SDVOB Subcontractor/Supplier Name: <i>Integrated Staffing</i>			
Please identify the person you contacted: <i>Kara Diem</i>	Federal Identification No.:	Telephone No.:	
		<i>518-583-7823</i>	
Address: <i>463 Maple Avenue, Saratoga Springs, NY 12866</i>	Email Address: <i>kdiem@integratedstaffingcorp.com</i>		
Detailed Description of work to be provided by subcontractor/supplier: <i>Recruiting and Staffing for VLT Support Service for Aristocrat and Image Power</i>			
Dollar Value of subcontracts/supplies/services (When \$ value cannot be estimated, provide the estimated % of contract work the SDVOB will perform): \$ _____ or 50 _____ %			

NYS CERTIFIED SDVOB SUBCONTRACTOR/SUPPLIER INFORMATION: The directory of New York State Certified SDVOBs can be viewed at: <https://online.ogs.ny.gov/SDVOB/search>
Note: All listed Subcontractors/Suppliers will be contacted and verified by the Department of Labor.

FOR Department of Labor USE ONLY			
DOL Authorized Signature:	<input type="checkbox"/> Accepted	<input type="checkbox"/> Accepted as Noted	<input type="checkbox"/> Notice of Deficiency
Name (Please Print):	SDVOB %/\$ _____	Date Received:	Date Processed:
Comments:			

ADDITIONAL SHEET

Bidder/Contractor Name:	Contract/Solicitation # _____
--------------------------------	--------------------------------------

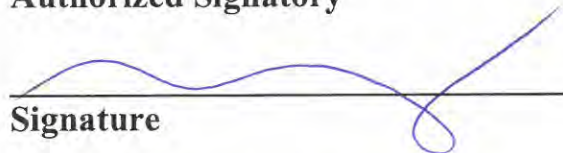
SDVOB Subcontractor/Supplier Name:		
Please identify the person you contacted:	Federal Identification No.:	Telephone No.:
Address:	Email Address:	
Detailed Description of work to be provided by subcontractor/supplier:		
Dollar Value of subcontracts/supplies/services (When \$ value cannot be estimated, provide the estimated % of contract work the SDVOB will perform): \$ _____ or _____%		
SDVOB Subcontractor/Supplier Name:		
Please identify the person you contacted:	Federal Identification No.:	Telephone No.:
Address:	Email Address:	
Detailed Description of work to be provided by subcontractor/supplier:		
Dollar Value of subcontracts/supplies/services (When \$ value cannot be estimated, provide the estimated % of contract work the SDVOB will perform): \$ _____ or _____%		
SDVOB Subcontractor/Supplier Name:		
Please identify the person you contacted:	Federal Identification No.:	Telephone No.:
Address:	Email Address:	
Detailed Description of work to be provided by subcontractor/supplier:		
Dollar Value of subcontracts/supplies/services (When \$ value cannot be estimated, provide the estimated % of contract work the SDVOB will perform): \$ _____ or _____%		
SDVOB Subcontractor/Supplier Name:		
Please identify the person you contacted:	Federal Identification No.:	Telephone No.:
Address:	Email Address:	
Detailed Description of work to be provided by subcontractor/supplier:		
Dollar Value of subcontracts/supplies/services (When \$ value cannot be estimated, provide the estimated % of contract work the SDVOB will perform): \$ _____ or _____%		
SDVOB Subcontractor/Supplier Name:		
Please identify the person you contacted:	Federal Identification No.:	Telephone No.:
Address:	Email Address:	
Detailed Description of work to be provided by subcontractor/supplier:		
Dollar Value of subcontracts/supplies/services (When \$ value cannot be estimated, provide the estimated % of contract work the SDVOB will perform): \$ _____ or _____%		

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.

Hector Fernandez
Authorized Signatory


Signature

President, Americas
Title

Aristocrat Technologies Inc
Company Name

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:  _____

Name: Hector Fernandez _____

Title: President, Americas _____

Date: March 11 __, 2021



Bid Bond

CONTRACTOR:

(Name, legal status and address)

Aristocrat Technologies, Inc.
10220 Aristocrat Way
Las Vegas, NV 89135

SURETY: Western Surety Company: South Dakota Corporation

(Name, legal status and principal place of business)

333 S. Wabash Avenue
41st Floor
Chicago, IL 60604

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

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

BOND AMOUNT: \$100,000.00

PROJECT:

(Name, location or address, and Project number, if any)


New York Lottery Video Lottery Games - RFP No. C202017

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.


If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 11th day of March, 2021


(Witness)


(Witness) Hyun S. Lee

Aristocrat Technologies, Inc.
(Principal)  (Seal)

(Title) PRESIDENT
Western Surety Company

(Surety)  (Seal)

(Title) Krista M. Lee, Attorney-in-Fact

Printed in cooperation with the American Institute of Architects (AIA).

The language in this document conforms exactly to the language used in AIA Document A310 - Bid Bond - 2010 Edition.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint Krista M. Lee

, Individually

of Seattle, Washington, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

Surety Bond Number: 64343-CNA-2102

Principal: Aristocrat Technologies Inc.

Obligee: New York State Gaming Commission

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 2nd day of February, 2021.

WESTERN SURETY COMPANY



Paul T. Bruflat

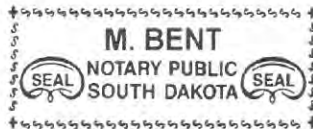
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 2nd day of February, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 11 day of March, 2021.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Form F4280-2-2021

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

State of Washington }
County of King } ss:

On March 11, 2021, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared

Krista M. Lee

known to me to be Attorney-in-Fact of Western Surety Company
the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

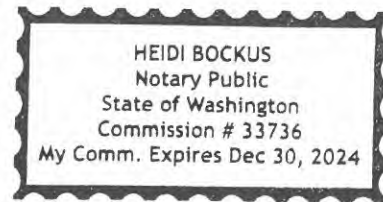
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires December 30, 2024

Heidi Bockus

Heidi Bockus

Notary Public



LITIGATION BOND

KNOW ALL BY THESE PRESENTS: That we Aristocrat Technologies, Inc., as Principal (hereinafter Referred to as “Principal”) and the Western Surety Company, as Surety (hereinafter referred to as “Surety”) are holden and firmly bound jointly and severally unto New York State Gaming Commission as Obligee (hereinafter referred to as “Obligee”) in the sum of One Million & 00/100 Dollars (\$1,000,000.00) to which payment well and truly to be made, we hereby bind ourselves, our successors, and assigns, firmly by these presents.

WHEREAS, New York Gaming Commission issued a Request for Proposal (hereinafter referred to as “RFP”) dated February 5, 2021 and in response to the RFP the Principal has submitted a Proposal for RFP C202017 – New York Lottery – Video Lottery Games, (hereinafter referred to as “Proposal”).

WHEREAS, New York Gaming Commission the RFP requires the Principal to submit with its proposal a bond in the amount of One Million & 00/100 Dollars (\$1,000,000.00).

NOW, THEREFORE, the condition of this obligation is such that a claim upon this Bond may be made by the Lottery under the following conditions: the Principal sues the Lottery, the State of New York, or any of their officers and employees, other contractors, or retailers with regard to any matter relating to the award of a contract pursuant to the RFP, and the Principal is not the prevailing party in such suit.

The purpose of this Bond is to permit the Lottery or other defendants to recover damages, including reasonable attorneys’ fee, expenses and court costs resulting from such litigation. This Litigation Bond shall remain in effect for a period of Two (2) Years from the date of submission of the Proposal. Following signing of a contract with the Successful Vendor, the Litigation Bond of any Vendor may be released upon acceptance by the Lottery of a Covenant Not to Sue.

IN WITNESS WHEREOF, the above parties have executed this instrument under their several seals this 11th day of March, 2021.

This Bond is Effective March 19, 2021.

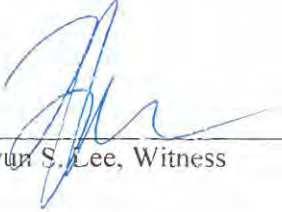
WITNESS:



Aristocrat Technologies, Inc.
Principal

BY: 

WITNESS:



Hyun S. Lee, Witness

Western Surety Company
Surety

BY: 

Krista M. Lee, Attorney-in-Fact

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint Krista M. Lee

, Individually

of Seattle, Washington, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

Surety Bond Number: 30120423
Principal: Aristocrat Technologies Inc.
Obligee: New York State Gaming Commission

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 2nd day of February, 2021.

WESTERN SURETY COMPANY



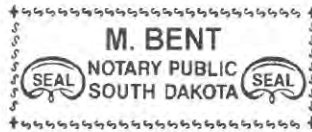
Paul T. Bruflat

Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 2nd day of February, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026



M. Bent

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 11 day of March, 2021.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Form F4280-3-2021

State of Washington }
County of King } ss:

On March 11, 2021, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared

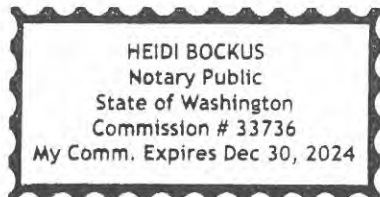
Krista M. Lee

known to me to be Attorney-in-Fact of Western Surety Company
the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires December 30, 2024

Heidi Bockus
Heidi Bockus Notary Public



2.15 INSURER QUALIFICATIONS AND INSURANCE REQUIREMENTS & ACKNOWLEDGEMENTS

Aristocrat agrees, upon award insurer qualifications and insurance qualifications will be met per requirements as amended in Amendment No. 3 and furnished as Appendix P: Insurer Qualifications and Insurance requirements, with Certificate of Insurance furnished to New York Lottery.

2.28 INTELLECTUAL PROPERTY RESPONSE

As part of its Proposal, a Bidder must provide a list of any third-party's intellectual property relevant to this procurement that a Bidder is currently licensed to use.

1. IGT Patent Cross License [September 29, 2016; expires September 29, 2021]: Under this agreement, Aristocrat has a worldwide license (except Australia-New Zealand) to IGT game play feature and system bonusing patents (with a few exceptions such as video poker) and Aristocrat licensed IGT to patents it owns in the same fields of use. The agreement also includes provisions under which Aristocrat is licensed to game play feature and system bonusing patents of third parties that are participants in IGT's game play feature and system bonusing patent pool in exchange for Aristocrat including its game play feature and system bonusing patents in the pool entitling third parties to use its game play feature and system bonusing patents.
2. Scientific Games Cross License [April 23, 2017; expires April 23, 2024]: Under this agreement, Aristocrat has a worldwide license (except Australia-New Zealand) to Scientific Games game play feature, system bonusing, hardware, sound and player tracking patents and Aristocrat licensed Scientific Games to patents Aristocrat owns in the same fields of use.

AMENDMENT NO. 3 ACKNOWLEDGEMENTS

Amendment No. 3 SECTION ACKNOWLEDGEMENTS: Per Amendment No. 3 Question #334, Answer #334, Aristocrat acknowledges RFP Sections below:

Section	Section Title
1.1 A-B	GENERAL INFORMATION
1.2	BACKGROUND INFORMATION
1.3	OBJECTIVE
1.4 A-C	VIDEO LOTTERY GAMING
1.6	SCHEDULE
1.8	BIDDER/CONTRACTOR DIFFERENTIATION
1.9	HEADINGS
1.10	DESIGNATED CONTACTS
1.12	QUESTIONS AND INQUIRIES
1.15	DESIGNATION OF PROPRIETARY INFORMATION
1.16	CLARIFICATION PROCESS
1.17	SITE VISITS AND DEMONSTRATIONS
1.21	NEW YORK STATE PUBLIC OFFICERS LAW
1.22	ETHICS REQUIREMENTS
1.29	STATE'S RESERVED AUTHORITY
2.1	GOVERNING LAW
2.3	LICENSING
2.4	BACKGROUND INVESTIGATIONS
2.7	CONTRACT ELEMENTS
2.8	SEVERABILITY
2.9	TERM OF CONTRACT
2.10	ALL-INCLUSIVE
2.17 A-G	LIQUIDATED DAMAGES

9 RESPONSE TO SPECIFICATIONS

3.0 QUALIFIED BIDDER RESPONSE

Qualified Bidders (Lot 2 and 3) must fully describe in detail how they will meet the requirements of each applicable section and subsection of this Part.

Response: Aristocrat is providing this response as Lot 2 Primary Bidder. Detailed responses are provided.

3.1B Qualified VLT Suppliers (Lot 2)

Qualified VLT Suppliers (Lot 2), of which the number of licenses is unlimited, may collectively supply standard device VLTs to up to fifty (50) percent of each gaming floor. An individual Qualified VLT Supplier will not be guaranteed an allocation on any of the gaming floors. Qualified VLT Suppliers, upon licensing, shall be authorized to provide VLTs to licensed Video Lottery Gaming facilities at the discretion of each facility, subject to the restrictions included in this RFP. No Qualified standard device supplier will be authorized to provide more than ten (10) percent of the overall terminals on any given gaming floor. Each Qualified supplier must guarantee that they will supply up to five (5) percent of each gaming floor, if their terminals are requested by a facility



Response: Aristocrat has been serving customers in the gaming industry for more than 50 years. We have grown rapidly based on our innovative game technology, high performing fan favorite games, and overall customer service and support. As a result of the total Aristocrat value proposition, we have been awarded licensure in over 300 gaming jurisdictions and operate in more than 80 countries around the world, with a team of more than 6,000 employees who deliver outstanding results by pushing the boundaries of innovation, creativity, and technology. We have been awarded more than 2,100 patents and 2,900 trademarks, and our intellectual property (IP) is one of the company's most valuable assets. We are honored and excited for the opportunity to bring our games to New York.

Committed to Entertainment

Aristocrat is an ideas company at heart, committed to entertaining the world, one game at a time. That means innovation is embedded into every aspect of the business. Whether designing sleek new cabinets, premium game content or award-winning systems, Aristocrat applies fresh thinking and creativity to each of its projects. Aristocrat's creative process is backed by a global design and development team of nearly 800 people, who transform big ideas into products that perform.



The Power of Aristocrat Games

Our games feel like they were born in a casino based on design, performance and player following. Leveraging our innovative game technology and player focused development approach, our games have become a mainstay spotlight on casino floors and operator venues. The creativity of our game designers has been rewarded with leading market share in both leased games and for sale games. Our market leading games include Lightning Link™, Dragon Link™, Buffalo™, Fu Dai Lian Lian™ Panda™ and Dragon™ and Gold Stacks 88™, to name a few.

**ARISTOCRAT PROPRIETARY AND CONFIDENTIAL
INFORMATION BEGINS**



ARISTOCRAT PROPRIETARY AND CONFIDENTIAL INFORMATION ENDS

High Performing Game Line Up for New York

We have curated an outstanding high performance game roadmap in our proposal. This submission includes new deployments of our latest-generation, highest performance core game sales cabinets to the New York VLT market – MarsX™ MarsX™ Portrait and our most popular Premium product, Lightning Link. MarsX has been the #1 Dual-Screen Upright cabinet in the Eilers & Krejcik game performance database since October 2019, and MarsX™ Portrait was voted the most anticipated hardware product in the Eilers-

Fantini Slot Survey in CQ4 2020. As we ramp up installations to serve at least 25% of the overall floor at each property, the influx of fresh cabinets with some of the highest performing titles in the country should significantly rejuvenate the overall gaming experience for players in New York.

Our games have delivered strong performance in other jurisdictions around New York, and we hope you are as excited as we are for Players to play our games in New York. Our games can be found in neighboring states and tribal gaming facilities. Eilers & Krejcik data shows that we have the top performing games in the Northeast U.S. with 20% of titles performing at >1.5x house average vs 9% for the nearest competitor. A Lot 2 Qualified Supplier bid award will bring many of those high-performing games closer to customers and keep more tax dollars in New York's local communities.



Shared Success Model is How We Play

Aristocrat and our partners thrive in a shared-success model. We have extensive experience in optimizing floors for performance with our proven RevMax Plus process. We proactively recommend title changes based on analytical modeling to optimize the performance of the gaming floor. Aristocrat operates the largest fleet of Premium and recurring-revenue games in the country, giving us unique scale and expertise to leverage. We believe that our products can deliver the performance New York VLT properties need to grow at a faster rate and to compete more effectively in the market. That higher growth rate would translate into tangible improvements for the state of New York and the budgets funded by the program.

Letting Aristocrat Games Work as Hard as You

Our differentiator in the marketplace is not only the performance and quality of our games, but the dedication to service, support, and marketing initiatives that our fully integrated company can provide. The combination of great games, high performance and service is a powerful combination that can deliver for New York. By selecting Aristocrat, we are confident that the New York Gaming Commission will be pleased with awarding us an opportunity to serve the State and this will set the stage for a long-term successful partnership and delivering games that no casino can live without.



3.2 FLOOR ALLOCATION

3.2B Floor Allocation

B. Qualified VLT Suppliers. Qualified VLT Suppliers may be allowed, with the written permission of the Commission, to temporarily exceed the fifty (50) percent and ten (10) percent maximums, if a Primary Supplier fails to or is unable to provide its required number of machines. This allowance shall apply to a transition period, if requested by a Primary Supplier, to allow such Primary Supplier to manufacture and install terminals upon the start of the contract, subject to a schedule approved in writing by the Commission.

Response: We commit to cooperate with each video lottery gaming facility to best accommodate the needs of each facility within the rules of the New York Lottery.

3.2C Term of Placement

Term of Placement. Each Bidder shall specify a minimum duration that a machine must remain in service on the gaming floor once placed into service. The Bidder shall also establish a fee schedule if such machine is removed from service prior to the minimum time required. The licensed Video Lottery Gaming Facility shall be solely responsible for this fee, if the facility, at its discretion, removes the machine prior to the minimum time. Such fee shall not apply to any machine placed into service under prior contracts, removed due to mechanical or other failures, replaced with another machine from the same supplier as a required or suggested upgrade, or is removed by or service terminated by the supplier. Any fee schedule established pursuant to this must be pro-rated based on the remaining time on the minimum duration of placement in service. Fee shall be set at a rate that fairly compensates the supplier for the cost of the machine.

Response: There will be no minimum duration of placement, and no additional fee.

3.2D Considerations

Video Lottery Gaming Facilities shall consider, among other factors, maximization of revenue from the gaming floor, development of a gaming mix most appropriate for such facility, patron demand in their selection of VLTs from Primary and Qualified Suppliers.

Response: Aristocrat will support each facility with obtaining maximization of revenue and player demanded products by providing any requested mix of product appropriate for such facility.

3.3 CENTRAL SYSTEM PROTOCOL

All Primary and Qualified Suppliers' VLTs shall operate in an online communications mode with the Central System using the Everi Protocol. The Everi Protocol can be obtained from Everi Games, Inc., upon the execution of an Everi Non-Disclosure Agreement.

Response: Aristocrat's VLT platform currently supports the Everi VLT Interface Control v. 2.18. After receiving the latest version of the Everi technical specification, Aristocrat will add any additional features to the VLT platform to fully comply with the most recent specification.

The current implementation includes support for the following as specified in v2.18:

1. Vouchers
2. Messages, Commands, and Notifications
3. Card Readers
4. Promotions and Coupons
5. Groups, Security, and Configuration
6. Ticket Pools
7. Software Download
8. Drop Mode
9. Progressives

The Aristocrat VLT platform will be tested for interoperability with the Everi Central System with both BMM and GLI Laboratories.

3.4 PRODUCT MIX AND MARKETABILITY

3.4A Catalog, Qualified Suppliers

Qualified Suppliers shall submit a catalog with all products offered, and the pricing for such products, available for selection by a Video Lottery Gaming Facility at its sole discretion and upon written acceptance of the financial responsibility to reimburse the Commission for all cost that result in the total compensation of all suppliers exceeding the Average Base Compensation Rate. A Successful Bidder shall be bound to provide the products, or an equivalently comparable product (with the Commission's concurrence), at the price quoted within the catalog for the entire term of the contract, provided, however, a Successful Bidder may add additional available products during the term as long as an equivalent to the original bid remains available throughout the term.

Response: Aristocrat's Catalog is provided as a separately bound volume.

3.5 VIDEO LOTTERY GAMES

Primary and Qualified Suppliers shall be responsible for developing the finite pools for each of their games and providing such pools to the Central System contractor. All games provided by a Primary or Qualified Supplier must meet the following:

3.5A Game Play Amount

Games offered shall be based on a price per play, ranging from a minimum of one (\$.01) cent. A maximum ticket price may be set by rule.

Response: All games offered will adhere to the one (\$.01) cents price per play minimum and any maximum ticket price will be set by rule.

3.5B Play Information

Each VLT shall display the price per video lottery ticket and the amount awarded for each possible winning occurrence based upon the price per ticket. Each game must provide a method for players to view payout tables.

Response: All games offered will have help screen and pay table display menus so players can view the payout tables. Each game will display the price per video lottery ticket and the amount awarded for each possible winning occurrence based upon the price per ticket.

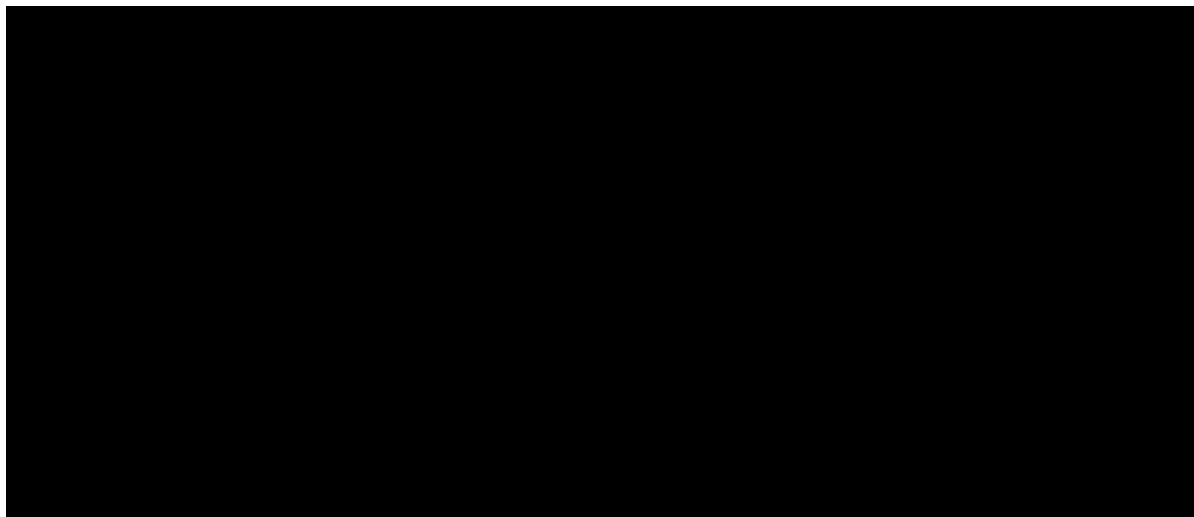
3.5C Game Changes

The Commission may require the introduction of new games, game variations, as well as adjustments to the pay tables. Primary and Qualified suppliers shall fully describe their ability to respond to this requirement, including the method and ease by which game changes would be made. Examples of a Primary supplier's game development and implementation process, from concept to availability for testing, shall be described.

Response: Aristocrat will support the request for the introduction of new games, game variations, as well as adjustments to the pay table. The schedules are for reference as the time needed to accommodate each type of request.

Schedule:

ARISTOCRAT PROPRIETARY AND CONFIDENTIAL INFORMATION BEGINS



ARISTOCRAT PROPRIETARY AND CONFIDENTIAL INFORMATION ENDS

3.5D Progressive Games

Each VLT shall be able to support progressive games, whereby the jackpot may be influenced by the play at other terminals. VLTs shall be able to receive jackpot size and progressive game status inputs by means of communications from the Central System, which shall process and control all games. A Site Controller will send progressive jackpot amount updates to all linked progressive VLTs at a specified interval designated by the Commission. Individual VLTs must be able to be configured to scroll a text message on each update, whether the amount changed. VLTs shall use the updates to ensure that their meters are synchronized.

1. Configuration. The Successful Bidder must configure their VLTs to conform to the rules of a particular jackpot (pay table, credit amount, participation percentage, and probability of progressive award must be identical for each game participating in a progressive pool). In addition, all VLTs participating in a progressive pool must draw game sets produced using the same game set generation rules.

Response: Progressive and non-progressive games will have independent ticket pools. If a player is not eligible for a progressive award (as in a non-progressive game), they will not contribute increment towards a progressive pool. Aristocrat will launch with a game mix that includes approximately 70% of the targeted games having progressive pools. The progressive pools are across game families so multiple VLTs may be influenced by the play taking place on other terminals. All participating VLTs will receive jackpot size and progressive game inputs from the Central System, which will control all games. Aristocrat VLTs will use updates to ensure the meters are synchronized.

2. Description. While the Commission is not imposing an artificial limitation on the number of VLTs that participate in a single progressive jackpot pool (no limit to the number of simultaneous progressive pools in operation at a video lottery gaming agent facility) Primary suppliers should describe

Aristocrat will have the appropriate number of progressive games as part of its portfolio mix to support the market and player demand for the segment.

- a. In the current game mix proposal around 70% of the targeted games have progressive pools.
- b. The progressive pools are across game families so multiple terminals maybe influenced by the play taking place on other terminals.
- c. All terminals will receive jackpot size and progressive game status inputs from the Central System, which will control all games.
- d. A site controller will send progressive jackpot amount updates to all linked progressive VLT's
- e. Aristocrat VLT'S will display test message on each update, whether the amount changed
- f. Aristocrat VLT's will use the updates to ensure the meters are synchronized. VLT's will use the updates to ensure the meters are synchronized.

3.5E Payout Percentage

The minimum payout percentage on video lottery games in New York shall be no less than ninety (90) percent stated in Chapter 383 of the Laws of 2001, as amended.

Response: Aristocrat confirms all provided video lottery games in New York will have minimum payout percentage no less than ninety (90) percent as stated in the Chapter 383 of the laws of 2001, as amended.

3.6 VLT SPECIFICATIONS

VLTs of all Primary and Qualified Suppliers shall meet the following specifications:

3.6A Size and Ergonomics

VLTs must evidence a size and design that will ensure player acceptance. Slant top terminals and upright style terminals shall include seats. Upright style terminals shall include base pedestals or cabinets as well as a seat. Bidders shall provide a description of pedestals, cabinets, and seats, including but not limited to, pictures, sample of materials, etc. to choose from.

Response: Refer to Attachment 3.6A Cabinets immediately following this page.

3.6B User Input Devices

Bidders shall fully explain in detail how players will provide input to the VLT for such functions as selection of games, play amount, pay tables, etc.

Response: Aristocrat's MarsX VLT cabinets utilize touchscreen for player input on both main monitor and virtual button deck (VBD). Players can select game denominations (on a multi-denom game), view game rules and paytables, or perform any bonus/feature game selection via main screen touch. Players can select play amount (bet or line selections applicable to the game), cash out credits, or request service assistance via VBD touchscreen.

3.6C Physical Security

The physical security of VLTs is an important feature. The restriction of access to certain compartments shall be by locks, seals, or otherwise and must be described.

ARISTOCRAT PROPRIETARY AND CONFIDENTIAL INFORMATION BEGINS

ARISTOCRAT PROPRIETARY AND CONFIDENTIAL INFORMATION ENDS

3.6D Displays

1. Rules. The rules of play for each game must be displayed on each VLT. Along with the rules of play, each VLT must display "This is a lottery game and the results are not dependent by elements of skill." The Commission reserves the right to require an edit of any rule of play considered to be incomplete, confusing, misleading or inconsistent with other game rules.

Response: Aristocrat's VLT games display rules of play accessible via "game rules" on-screen button. The required statement "This is a lottery game and the results are not dependent by elements of skill" is included in game rules help pages.

2. Play Information. Each VLT shall 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. The VLT must also provide and display a maximum play amount limit on a single game for a single outcome.

Response: Aristocrat's VLT games display on-screen meters for Bet, Credit, and Win. Bet Meter shows the number of credits played for a game. Credit Meter shows the current credits remaining for play or available for cash out. Win Meter shows the number of credits awarded from a winning game. The game rules for every game will include text such as "All wins shown in credits. Minimum bet is xxx credits. Maximum bet is xxx credits." to provide players information about the maximum play amount on a single game.

MARSX PORTRAIT™

OUR MOST SUCCESSFUL CABINET IN PORTRAIT VIEW

The MarsX Portrait is both stylish and functional with an edgy design, reduced cabinet volume and a screen size that is just right. Its unique appearance makes it a sleek and modern addition to your floor with great sightlines.

KEY FEATURES AND DESIGN

- New MaxxResponse virtual button deck with titanium strength Gorilla Glass for true endurance and reliability.
- An in-field replaceable bash button.
- A front door that is positioned on hydraulic hinges for less strain and lift safety.
- A secondary power switch has been added to the front of the cabinet door for easy access and convenience.
- The ticket printer resides on a pop-up track.
- Patented electro-mechanical latches allow greater security with an embedded optic coupler.
- Dedicated cash drop doors make for quick service.



ARISTOCRAT GAMING

MARSX PORTRAIT SPECIFICATIONS

Table 1 - Physical Characteristics

Dimensions	
Height of the cabinet (w/o light tower and topper)	64.1" (1635 mm)
Height of the cabinet (w/21.5" topper and light tower)	82" (2082.8 mm)
Width (at the front with VBD)	27.2" (690.5 mm)
Width (at back)	26.8" (680 mm)
Depth (at base)	18.1" (460 mm)
Depth (at VBD)	26.9" (684 mm)
Weight	
Typical Cabinet Weight	348.3 lbs (158 kg)
Cabinet Weight with 19.5" Static Topper	368 lbs (167 kg)
Cabinet Weight with 21.5" Topper	373 lbs (169.2 kg)
Measurements may be rounded to nearest value. Weights are dependent on installed components.	

Table 2 - Supply Voltage Requirements

AC Voltage Input	
Minimum 120	120 V ac
Maximum	230 V ac
Frequency	50Hz/60Hz

The power supply is capable of accepting different AC input voltages within the specified minimum and maximum AC voltage input range.

Typical power consumption values are dependent on actual EGM configuration.

Table 3 - Power Requirements with 21.5" Topper

Input Current	120 V ac	230 V ac
EGM Typical	1.6 A	0.9 A
Input Current	120 V ac	230 V ac
EGM Typical (real power)	196 W	196W
Typical Heat Load	669 BTU/hr	659 BTU/hr

Table 4 - Auxiliary Power

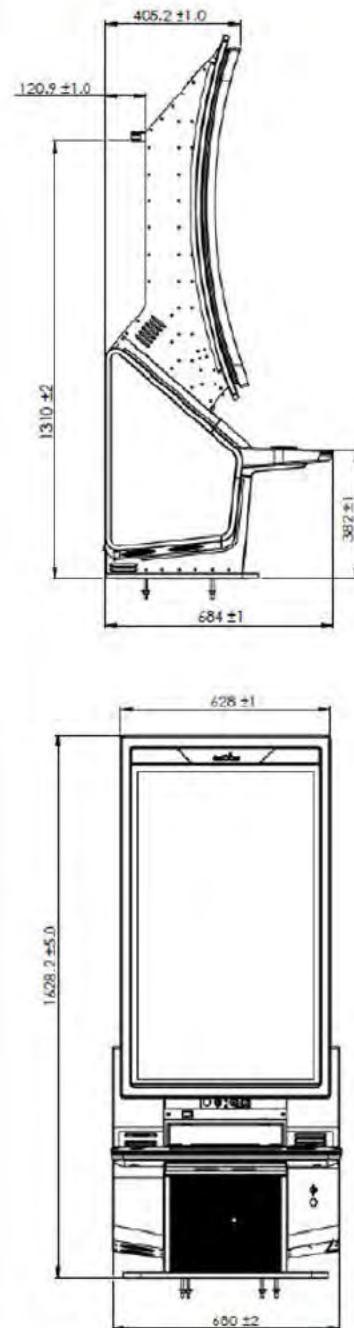
Maximum Load Current	120 V ac	230 V ac
Auxiliary Power Outlet (main switch controlled) Typical Heat Load	2A	2A

The auxiliary power outlet is intended only for use by devices that reside inside the EGM.

Table 5 - Auxiliary Power

Description	Operating	Storage
Minimum Temperature	10°C (50°F)	-20°C (-4°F)
Maximum Temperature	40°C (104°F)	60°C (140°F)
Relative Humidity	0-85% non-condensing	0-95% non-condensing

Figure 1 - EGM Dimensions - Front and Side View



To learn more about MarsX Portrait, contact your Business Development Executive.

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MARSX UPRIGHT™

XPERIENCE THE DIFFERENCE

Xperience the Innovation. Xperience the Flexibility. Xperience the Design. Xperience the Excitement.

KEY FEATURES AND DESIGN

- The MarsX Upright utilizes (2) 27" 4K displays to involve the player in the game and provide an image quality that players expect.
- New Gen 9 internal components drive performance and allow for uninterrupted high speed game play.
- The Premium Virtual Button Deck offers a high definition and minimalistic way of wagering. Incorporated into the deck is the latest in wireless charging technology, allowing players to charge their phone by simply placing it onto the deck.
- The MarsX Upright occupies the same footprint size as the previous generation Helix line of cabinets, fitting onto a standard 18 (T) x 28 (W) x 18 (D) slot base.
- Ergonomic design provides more efficient accessibility for field service technicians, decreasing service time in the field.
- Game complimentary sync edge halo lighting lets game developers set the mood of the bank, creating an involving and memorable environment for play.
- The 4:1 speaker system optimally projects sound from around the displays, providing crisp and balanced sound.



MARSX UPRIGHT SPECIFICATIONS

Physical Characteristics

Cabinet Dimension (typical)

	Metric (millimeters)	Imperial (inches)
Height of Cabinet with Topper & Candle	1827.2	71.94
Height of Cabinet without Topper	1491.7	58.73
Width (at widest point)	679.9	26.77
Depth (at widest point)	684.5	26.95

Weight

Typical Cabinet Weight	145 kgs	319.67 lbs
19.5" Static Topper Weight	9 kgs	19.84 lbs
21.5" LCD Topper Weight	11.2 kgs	24.69 lbs

Supply Voltage Requirements

Main Input Voltage

Minimum	100V AC
Maximum	240V AC
Frequency	50 Hz /60 Hz

Power Requirements

	120V AC	230V AC
Mains Input Current	1.9A	1.0A
EGM Typical	1.9A	1.0A

Power Consumption at Nominal Voltage

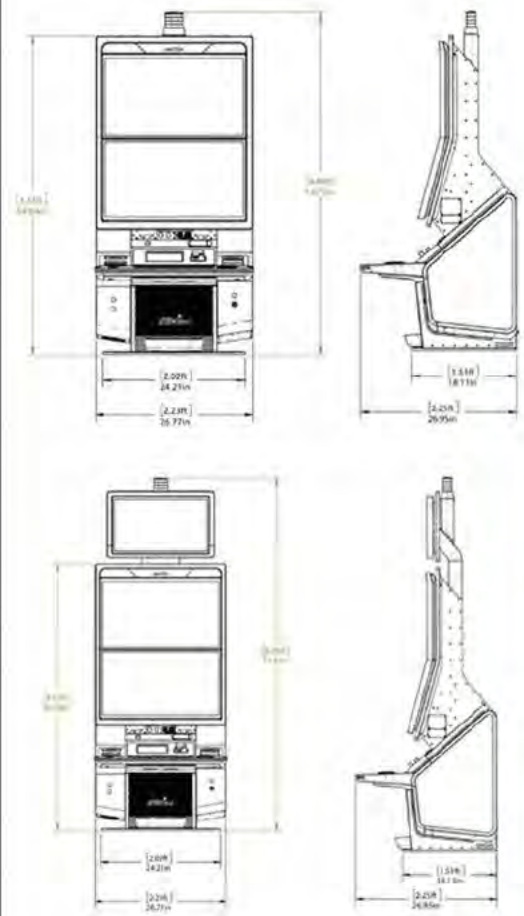
EGM Typical (Real Power)	227W	228W
Typical Heat Load	775 BTU/hr	778 BTU/hr

Maximum Load Current

	120V AC	230V AC
Auxiliary Power Outlet (Main Switch Controlled)	1.3A	1.3A

Environment

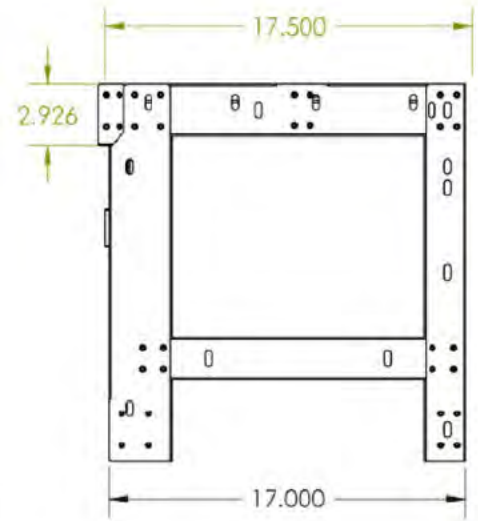
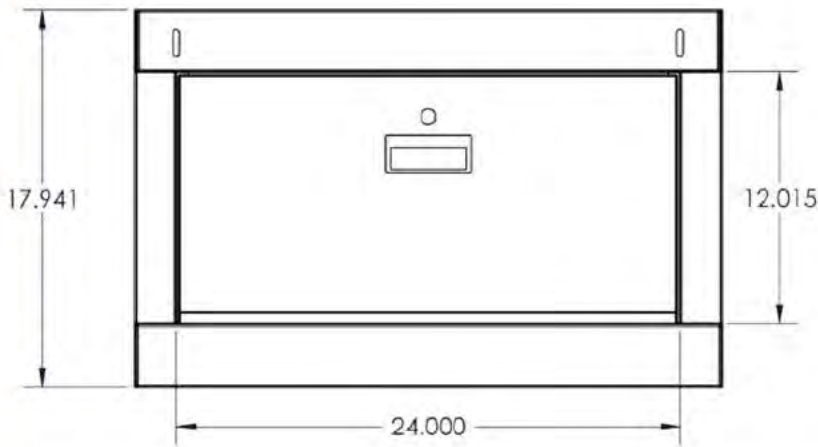
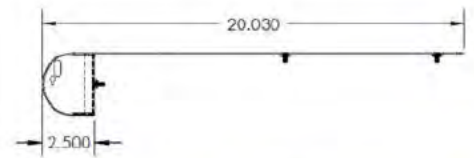
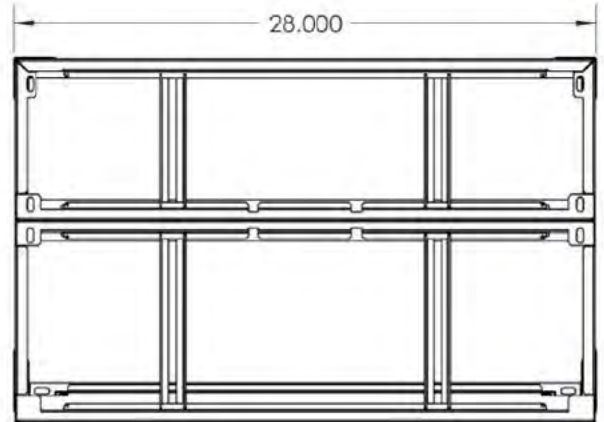
	Operating	Storage
Minimum Temperature	50 °F (10 °C)	-4 °F (-20 °C)
Maximum Temperature	104 °F (40 °C)	140 °F (60 °C)
Relative Humidity	Operating: 0 - 85% non-condensing Storage: 0 - 95% non-condensing	



To learn more about MarsX Upright, contact your Business Development Executive.

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ARISTOCRAT STANDARD BASE SPECIFICATIONS



To learn more, contact your Business Development Executive.



ARISTOCRAT STANDARD CHAIR SPECIFICATIONS



To learn more, contact your Business Development Executive.

ARISTOCRAT GAMING

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3.6E Self-Diagnostics

Each VLT shall be equipped with self-diagnostics and indicators or lights that enable a video lottery gaming agent to monitor its operating status. Each VLT shall also be able to use the self-diagnostics and indicators to report back to the Central System all changes and security issues.

Response: Aristocrat's VLTs are equipped with self-checks and diagnostics to monitor its hardware and software operating status. Upon boot up, the VLT performs a software validation test before game play can begin. In case of possible errors, error messages are displayed on the game screen and operator menu; tower light is flashed; an alarm sound is played; and notification messages are sent to the Central System as described in the Everi Interface Control Document v2.18.

3.6F Resistance to Outside Influences

A video lottery gaming terminal shall be able to pass any test required by an approved independent testing laboratory, and withstand, at a minimum, the following tests and resume play without requiring intervention:

- 1. Electro-Magnetic Interference. VLTs shall not create electronic noise that affects the integrity or fairness of neighboring VLTs or associated equipment;*
- 2. Electro-Static Interference. VLTs shall be protected against static discharges. Each VLT's conductive cabinet shall be grounded in such a way that static discharge energy shall not damage or inhibit the normal operation of the electronics or other components within the VLT;*
- 3. Radio Frequency Interference. A VLT shall not divert from normal operation by the application of Radio Frequency Interference at a frequency range from twenty-seven (27) to one thousand (1,000) megahertz with a field strength of three (3) volts per meter;*
- 4. Magnetic Interference. A VLT shall not be adversely affected by magnetic interference; and*
- 5. Liquid Spills. Liquid spills applied to the exterior of a VLT shall not affect the normal operation of the VLT, the integrity of the material or information stored inside the cabinet, or the safety of the players operating the equipment. If liquids are spilled into a bill acceptor, the acceptor shall reject all inputs and/or generate an error condition.*

Response: Aristocrat's MarsX VLTs cabinets have passed GLI and BMM hardware testing, and able to with withstand resistance to listed outside influences (electro-magnetic, electro-static, radio frequency, magnetic, and liquid spills) and resume play without requiring intervention. Test reports and/or certification(s) can be provided for validation and records.

3.6G Memory Protection

Should a VLT be interrupted due to loss of power, disconnection from the Central System, or any other type of occurrence, critical memory shall store all data that is vital to the continued operation of the VLT. The games and software and any other pertinent information shall not be destroyed, modified, or lost for a minimum period of seventy-two (72) hours from the occurrence of such failure.

Response: Aristocrat's VLTs continuously monitor and log all system health and game play events to the onboard CFast's critical memory data storage. Any interruption due to loss of power, disconnection from the Central System, or any other type of occurrence, the game play ceases, and the event(s) is logged in the Logs menu. In the event of power loss to the VLT, the VLT retains all pertinent information on the CFast, allowing the VLT to recover to the state it was in immediately prior to the power loss. The games and software and any other pertinent information are not destroyed, modified, or lost for a minimum period of 72 hours from the occurrence of such failure.

3.6H Memory Capacity and Expansion

The memory size of VLTs being proposed, examples of memory available for and consumed by various games, gaming options, and software shall be identified. If memory can be upgraded from the originally delivered amount, this too shall be identified.

ARISTOCRAT PROPRIETARY AND CONFIDENTIAL INFORMATION BEGINS

ARISTOCRAT PROPRIETARY AND CONFIDENTIAL INFORMATION ENDS

3.6I Central System Network Connectivity

The Central System network connectivity specification includes proprietary information and will only be provided upon the Bidders and Qualified suppliers retuning a signed nondisclosure agreement.

Response: Aristocrat s VLTs will be compliant with the Central System network connectivity specification as described in Everi Interface Control Document v2.18.

3.6J Central System Activation

Game play, bill acceptors, and printers shall be totally inoperable until activated from the Central System. Diagnostic functions shall always be available. The Central System will not enable any VLT for gameplay unless it has been checksum verified against approved software. Such verification shall be made prior to the commencement of each gaming day.

Response: Aristocrat's VLTs will be compliant with the Central System activation specification as described in Everi Interface Control Document v2.18. Game play, bill acceptor, and printer will be totally inoperable until activated from the Central System using Play command. Diagnostics functions are always available in the operator menu. Checksum command is also supported so that the Central System can request checksum verification before enabling the VLT for gameplay at the commencement of each gaming day.

3.6K Safety

Electrical and mechanical parts and design principles, including seating, shall not subject a player to physical hazard or injury. Bidders shall submit proof that the proposed equipment has been inspected and approved (or that approval is pending) for customer safety. Bidders shall certify that all proposed equipment is in compliance with all applicable regulators (e.g., Federal Communications Commission, Occupational Safety and Health Administration, etc.)

Response: Aristocrat MarsX VLT cabinets' electrical and mechanical components are designed to ensure safety to operators and players. It has passed GLI, UL, CE, and FCC. Certificates can be provided for validation and records.

3.6L Loss of Power

A surge protector must be installed on the line that feeds electrical power to each VLT. The battery backup, or an equivalent, for the electronic meters shall be 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 shall be kept within the VLT's locked logic board compartment. No mechanism shall allow the electronic meters to automatically clear without the written approval of the Commission.

ARISTOCRAT PROPRIETARY AND CONFIDENTIAL INFORMATION BEGINS

ARISTOCRAT PROPRIETARY AND CONFIDENTIAL INFORMATION ENDS

3.6M Power Switch

An on/off switch that controls the electrical current used in the operation of each VLT and any associated equipment shall be located in an accessible place within the interior of the VLT.

Response: Aristocrat MarsX VLT cabinets have an on/off switch that controls the electrical current used in the operation of the VLT. Associated equipment is located in an accessible place within the interior of the VLT.

3.6N Bill Acceptors

Each VLT shall contain a bill acceptor that accepts both redemption tickets generated by the Central System and printed by a VLT and U.S. paper currency in the following dollar denominations: one (1), five (5), ten (10), twenty (20), fifty (50), and one hundred (100).

Response: Aristocrat's MarsX VLT cabinets are equipped with a bill acceptor that is configured based upon NYSGC's jurisdictional needs and accepts both redemption tickets generated by the Central System and printed by a VLT and U.S. paper currency in the following dollar denominations: one (1), five (5), ten (10), twenty (20), fifty (50), and one hundred (100). The bill acceptor and its firmware detect valid and invalid notes upon input. The bill acceptor will be configured to ensure only valid bills and denominations are accepted and will reject all invalid bills or tickets.

1. Capacity. Primary and Qualified Suppliers shall identify the total capacity for the bill stacker within each type of VLT proposed. Bill acceptors must be upgraded for the life of the Contract, at the expense of the Primary and Qualified Suppliers, to accommodate new or redesigned U.S. currency.

Response: Aristocrat's MarsX VLT cabinets support the bill acceptor (JCM iVizion or MEI SC Advance) and stacker choice of the gaming facility including small and larger stackers. The stacker capacity varies by peripheral OEM supplier with the JCM iVizion supporting 900 bills and MEI SC Advance supporting 1000 bills. The bill acceptor and its firmware can be upgraded at Aristocrat's expense as required to accommodate new software revisions or redesigned U.S. currency.

2. Operational Capability. Each bill acceptor shall be capable of detecting the entry of legal tender or other Commission-approved cash equivalents, if applicable, and shall provide a method to enable the VLT software to interpret and act appropriately upon both a valid and invalid input. The bill input system shall be constructed in a manner that protects against vandalism, abuse, and/or fraudulent activity.

Response: Aristocrat's MarsX VLT cabinets bill acceptor devices (JCM iVizion or MEI SC Advance) are electronic, optical scanning devices that are configured to ensure only valid/legal bills, tickets, and denominations are accepted and will reject all invalid ones. The bill acceptor device is designed to prevent all manner of cheating methods including foreign objects. If any physical tampering is detected, the VLT will go into a lock up mode and the game will cease further play. Errors such as Bill Acceptor/Belly Door Open, Bill Jam, Stacker Door Open, Stacker Removed, or Stacker Full are logged, and the lock up condition will require an authorized gaming employee to clear the condition.

3. Drop Box. Each bill acceptor shall have a secure stacker, or a container known as a drop box into which all accepted bills and redemption tickets shall be deposited. The secure stacker or drop box shall be attached to the VLT in such a manner so that it cannot be easily removed by physical force. The area in which the secure stacker or drop box is located shall be separate from, and accessible independently of, any other compartment of the VLT and shall be secured by two (2) separate locks, the keys to which shall be different from each other. The design, location, and operation of the secure stacker or drop box shall require the written approval of the Commission.

ARISTOCRAT PROPRIETARY AND CONFIDENTIAL INFORMATION BEGINS

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4. *Power Failures.* If a power failure occurs during acceptance, the bill acceptor shall either properly credit the bill or return the bill to the player. Each bill acceptor shall perform a self-test at each power up. In the event of a self-test failure, the bill acceptor shall automatically disable itself until the error state has been cleared by an authorized video lottery gaming facility employee. Each bill acceptor shall communicate to the VLT using a bi-directional protocol.

Response: In the event of power failure during bill/ticket acceptance but before it gets validated, Aristocrat VLT will instruct the bill acceptor to return the bill/ticket to the player. If power failure occurs after bill/ticket is validated, Aristocrat VLT will properly stack and credit the bill/ticket. The state of bill/ticket acceptance and credit amounts are stored in critical data memory to properly account for the player credit balance at resumption of power. The VLT bill acceptor performs built-in self-tests upon power up. When the tests complete, a “test passed” event is logged by the VLT platform. If the self-test fails, the error event is logged, the device is disabled, an error message is displayed, and the VLT will be put in lockup mode until the error is resolved by authorized personnel. The VLT connects to the bill acceptor using a bi-directional bus that includes request, acknowledge, and data signals.

3.6O Magnetic Stripe Reader

Each VLT shall contain a magnetic stripe reader to accept a magnetic stripe card for the purposes of player tracking.

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3.6P Central System Provider Specifications

Central System provider specifications include proprietary information and will only be provided upon the potential Bidders retuning a signed non-disclosure agreement.

Response: Aristocrat’s VLTs will be compliant with the Central System specifications as described in Everi Interface Control Document v2.18. Aristocrat will bridge any gaps in functionality with a secondary release soon after award to complete functionality support.

3.6Q Bar Code Reader

Each VLT shall be capable of reading redemption tickets being utilized for additional play.

Response: Aristocrat’s MarsX VLT cabinets bill acceptor device (JCM iVizion or MEI SC Advance) is capable of reading bar code of redemption tickets that conform to the Everi Interface Control Document v2.18.

3.6R Download

Each VLT shall be capable of reading redemption tickets being utilized for additional play. All VLTs shall be capable of downloading software from the Central System and shall support general industry accepted credit balance transfers outside of physical cash or ticket insertion or dispensing.

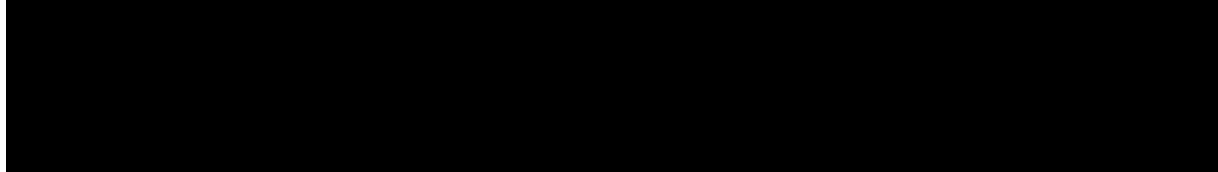
Response: Aristocrat’s VLTs will support software download capability as described in Everi Interface Control Document v2.18. Aristocrat Monaco Platform, Runtime, or Game

packages can be downloaded. Everi ICD v2.18 does not have specification for credit balance transfers. We will plan to implement credit balance transfers when protocol specification is available to Aristocrat.

3.6S Logic and Electronics Area.

All electronic components that may have the potential to significantly influence the operation of the VLT, such as CPUs; electronics involved in the operation and calculation of game result determinations or involved in the calculation of game displays; components housing display program storage media; and all flash memory devices that affect the game play function of the VLT shall be secured in a separately locked and sealed area. Electronics and wiring specifications should be described and/or diagrams shall be provided including illustration of secured areas.

ARISTOCRAT PROPRIETARY AND CONFIDENTIAL INFORMATION BEGINS



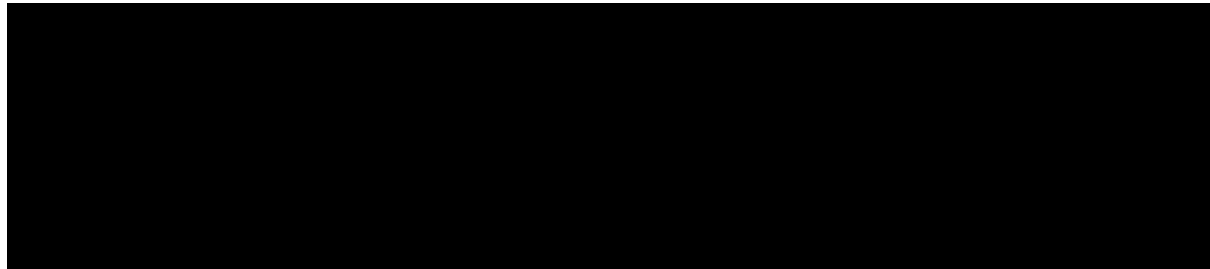
ARISTOCRAT PROPRIETARY AND CONFIDENTIAL INFORMATION ENDS

3.6T Currency Compartment

Each currency compartment shall be locked and keyed separately from the main cabinet area and shall be secured as follows:

1. Access to the currency storage area shall be secured via separately keyed locks and shall be protected by sensors that indicate whenever a door is opened or closed, or a currency stacker is removed; and
2. Access to the currency storage area(s) shall be through two (2) levels of locks (the relevant outer door plus one other door or lock) before the receptacle or currency can be removed.

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3.6U Printer Type

Bidders should identify the type of printer used and provide details as to the specifications, including type, size of paper used, parts subject to consumables, and the time required to physically print a redemption ticket once authorized by the Central System.

Response: Aristocrat's MarsX VLT cabinets support the following printers for New York Lottery gaming facilities to choose from: Transact Epic Edge, JCM Gen5, and Nanoptix NextGen. The burst speed for each printer varies by manufacture. Specs on printer(s) can be provided upon request.

3.6V Video Display

Each VLT's display monitor shall conform to the following specifications:

1. Touch screens shall be accurate and, once calibrated, shall maintain that accuracy for at least the manufacturer's recommended maintenance period;

Response: Aristocrat's MarsX VLT touch screens are able to uphold its specified accuracy and precision for the life of the monitor once it is calibrated prior to usage. Regularly maintained calibration is not necessary. Additional calibration is at the discretion of the customer and authorized technicians.

2. *A touch screen shall have the capability of being re-calibrated by authorized gaming employees, without having to access the VLT's cabinet interior other than by opening the main door; and*

Response: Aristocrat's MarsX VLT cabinets provide touch screen calibration step during initial machine setup before loading the game. Authorized gaming employees can also manually initiate a touch screen re-calibration from within the Operator Menu without accessing the VLT's cabinet interior.

3. *There shall be no hidden or undocumented buttons or touch points anywhere on the screen, except as provided for by the game rules dictating game play.*

Response: Aristocrat's software and games are tested to make sure there are no hidden or undocumented buttons or touch points anywhere on the screen.

For other types of electronic displays, the display method chosen shall always accurately display the outcome to the player and, if a malfunction is detected by the video lottery gaming terminal, the terminal shall "tilt" until cleared by an authorized video lottery gaming employee.

Response: In the event of video display or touch screen malfunction, the error is detected and displayed by the VLT that locks up the game until resolved by authorized gaming employee.

3.6W Tower Lights

Each VLT shall have a light located conspicuously on its uppermost surface that automatically illuminates whenever an external door has been opened; 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. This requirement may be substituted with an audible alarm and/or a common candle for terminals designed in such a manner as to preclude the positioning of a top mounted light, provided the alarm is designed to activate whenever the interior of the terminal is accessed. In addition to the mechanical light illumination, a VLT shall send an alert to the Central System when the "Call Attendant" condition has been initiated or a threshold amount has been won.

Response: Aristocrat's MarsX VLT cabinets utilize a tower light at the top of the cabinet that automatically illuminates on the following events: any door opens or other error conditions; player wins above a limit; player presses the "Call Attendant" button. For error conditions, an audible alarm is also played. In addition, Aristocrat's VLT also sends a notification alert to the Central System whenever player initiates "Call Attendant" or for other events as described in the Everi Interface Control Document v2.18.

3.6X Communications Protocol

Each VLT shall be capable of connecting to the Central System via Internet Protocol over Ethernet via minimally certified Category 5 Ethernet cables. Additionally, capabilities should be implemented for a VLT to automatically attempt to reconnect with the Central System in the event of a loss of communication or a disconnection from the Central System for any reason. A VLT shall be designed to continue to seek reconnection to the Central System every five minutes when a previously connected VLT is powered on.

Response: Aristocrat's MarsX VLT cabinets for New York Lottery can connect to the Central System via IP over Ethernet (CAT5 cable or better) as described in the Everi Interface Control Document v2.18. In the event of communications loss or disconnection from the Central System, Aristocrat VLT will immediately attempt to continuously reconnect for every second or less when VLT is powered on.

3.6Y Game Data Control and Diagnostics

The on-site diagnostics and accounting data shall be controlled by secure access. The most recent game history of the last thirty-five (35) transactions shall be capable of recall by a vendor technician or game attendant.

- *When the terminal is ready to accept a transaction;*

- An out-of-order condition;
- Power on; and
- Local diagnostic test.

Response: Aristocrat's VLTs have a secure data storage and robust verification checks. Authorized gaming employees can view meters, events, and game recall for at least 35 recent games. SQLite database is used for all critical, non-volatile data stored onto the CFast media with on-disk encryption and tamper protection. When the VLT is powered on, it automatically initiates self-test and validation that continues in the background while the VLT is in play mode. The VLT runs an integrity check on the database after critical events like game start, door close/open, etc. The integrity check looks for out-of-order records, missing pages, malformed records, missing index entries, and other errors. If any errors are detected, the VLT is halted.

3.6Z Site Closing Commands

All VLT's shall prioritize site closing commands from the Central System to disable a VLT and force vouchers out or any other form of patron payment to facilitate adherence to any governing facility hours of operation.

Response: Aristocrat's VLTs will conform with the Site Closing Commands specifications as described in Everi Interface Control Document v2.18. Upon receipt of closing command, the current game will finish its presentation and current credits will be cashed out before disabling the VLT for further gameplay.

3.6AA Meter Standards

1. Credit meters. Each credit meter shall reflect credits or cash value. Progressives may be added to a credit meter if either:

- *The credit meter is maintained in the currency amount; or*
- *The progressive meter is incremented to whole credit amounts; or*
- *The prize in the currency amount is converted to credits upon transfer to the player's credit meter in a manner that shall not mislead the player (i.e., make an unqualified statement "wins meter amount" and then rounds down on conversion) or cause accounting imbalances.*

Response: Aristocrat's VLTs support displaying Credit Meter in either credits or cash value. Player can touch the Credit Meter to switch the display. Progressive win below configurable limit is added to the credit meter in currency amount.

2. Collect Meter. Each collect meter shall reflect the number of credits collected by a player. The number of credits collected shall be subtracted from the player's credit meter before it is added to the collect meter.

Response: Aristocrat's VLTs support displaying Collect Meter upon player cash out, showing the total cash value collected from the player's credit meter.

3. Accounting, Occurrence and Other Meters. Each VLT shall have electronic accounting meters which shall be accessible only by authorized video lottery gaming facility employees. Electronic meters shall be at least eight (8) digits in length. If the meter is being used in dollars and cents, at least eight (8) digits must be used for the dollar amount. The meter shall roll over to zero (0) upon the next occurrence, any time the meter is higher than eight (8) digits and after 99,999,999 has been reached. If the meter is larger than eight (8) digits, the meter shall roll over at 99,999,999 or at another value approved in writing by the Commission. Occurrence meters shall be at least three (3) digits in length and shall roll over to zero (0) upon the next occurrence, and any time the meter is higher than the maximum number of digits for that meter.

Response: Aristocrat's VLTs electronic meters are accessible on-demand by authorized gaming employees via the Operator Menu > Meters page. Accounting meters are maintained in dollars and cents and are 8 digits in length for the dollar amount and roll over at \$99,999,999.99. Occurrence meters are 8 digits in length and roll over at 99,999,999.

4. *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.

Response: Aristocrat's VLTs also store individual game meters including Credits Bet and Credits Won in currency amounts.

5. *Meter Capabilities.* All meters shall be present and capable of maintaining accuracy of all accounting records and terminal status reports for a period of at least one hundred eighty (180) days after power is discontinued from the VLT. No mechanism should allow the meters to automatically clear without the written approval of the Commission.

Electronic meters shall comply with the following:

- a. The "cash in" meter shall cumulatively count the total amounts wagered during game play;
- b. The "credit out" meter shall cumulatively count all amounts paid to the player at the end of a game;
- c. The "drop" meter shall maintain a cumulative count of cash equivalents inserted into the video lottery gaming terminal for play;
- d. The "games played" meter shall display the cumulative number of games played since the last RAM clear;
- e. A "cabinet door" meter A "cabinet door" meter shall display the number of times the front cabinet door has been opened since the last RAM clear;
- f. The "drop door" meter shall display the number of times the drop door or the bill acceptor door has been opened since the last RAM clear;
- g. The "canceled credit" meter shall reflect the cumulative amounts paid by an attendant that are in excess of the credit limit and residual credits that are collected, if applicable; and
- h. The "progressive occurrence" meter shall count and reflect the number of times each progressive meter is activated.

Response: Aristocrat's VLTs comply with NYSGC's metering requirements. The meter information is preserved within non-volatile critical storage on the CFast and retained after the VLT loses power. Once meter data has been written to the CFast it is theoretically retained indefinitely. Clearing of electronic meters is restricted with logic door access and can only be performed with a USB Reset key that is security signed by Aristocrat and can be kept by the Commission to require written approval before it can be used.

Aristocrat's VLTs support the following meters:

- a. "Cash Played" - total amounts wagered during game play;
- b. "Cash Won" - total amounts paid to the player at the end of a game;
- c. "Total In" - total amounts of cash equivalents inserted into the VLT for play;
- d. "Games Played" - total number of games played since the last RAM clear;
- e. "Main Door Open" - total number of times the front cabinet door has been opened since the last RAM clear;
- f. "Stacker Door Open" - total number of times the bill acceptor stacker door has been opened since the last RAM clear;
- g. "Attendant Paid Cancelled" - total amounts paid by an attendant from player-initiated cashout;
- h. "Progressive Occurrence" - total number of times each progressive meter is won.

3.6BB Hardware Controls

Hardware controls may be proposed but shall be approved by the Commission for control of the physical video display, sound, and other purely cosmetic features. No hardware controls shall be installed that alter areas containing critical data and/or communications to the Central System concerning the operation of a game.

Response: Aristocrat's VLTs do not have hardware controls that can alter areas containing critical data and/or communications to the Central System concerning the operation of a game.

3.6CC External Doors and Compartment Requirements

The interior of a VLT shall not be accessible when all doors are closed and locked. Doors shall be manufactured of materials suitable for allowing only authorized access to the interior of the cabinet. Doors and their associated hinges shall be capable of withstanding reasonable efforts to gain access to the interior of the VLT and shall leave evidence of tampering if an illegal entry is made. The opening between the cabinet and the door of a locked area shall be designed to resist the entry of objects. All external doors on each video lottery gaming terminal shall always be monitored by door access sensors which shall detect and report all external door openings to both the VLT by the way of an error message and to the Central System. The sensor system shall register a door as being open whenever the door is moved from its fully closed and locked position.

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3.6EE Component Failure Shutdown

In the event an internal failure should occur on a particular VLT, provisions for disabling that VLT must be executed. Bidders shall identify the specification for internal disabling under these circumstances.

Response: If Aristocrat's VLTs experience an error condition, the VLT enters a lockup state, which disables the terminal until the error is resolved by an authorized gaming employee. In addition, an authorized gaming employee can manually disable the terminal in case of any other issues or reasons and put it in "Out of Service" mode via the Operator Menu.

3.6FF Open and Close Door Procedures

When a VLT's main door is opened, the device shall cease play, enter an error condition, display an appropriate error message, disable bill acceptance, and either sound an alarm or illuminate the tower light, or both. When a VLT's main door is closed, the device shall automatically return to its original state and display an appropriate error message, until the next game has ended.

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3.6JJ Program Interruption and Resumption

After a program interruption (e.g., power down), the software shall be capable of recovering to the state it was in immediately prior to the interruption. Upon program resumption, the following procedures shall be performed as a minimum requirement:

- *No communication to an external device shall commence until the program resumption routine, including self-testing, is completed successfully,*
- *Video lottery gaming terminal control programs shall test themselves for possible corruption due to failure of the program storage media; and*
- *The integrity of all critical memory shall be checked.*

Response: In the event of power loss or program interruption to the VLT, the Aristocrat VLTs retain all pertinent information on critical data memory, allowing the VLT to recover to the state it was in immediately prior to the interruption. When the VLT powers back up, no communication to an external device is allowed until the VLT performs successful completion of the secure boot sequence, self-test of all hardware and control programs, and integrity check of critical memory.

3.6KK Power Surges

Each VLT shall not be adversely affected, other than through resets, by surges or dips of plus or minus twenty (20) percent of the power supply voltage. It shall be acceptable for the equipment to reset provided no damage to the equipment, or loss or corruption of data is experienced.

Response: Aristocrat VLTs are subjected to internal power surge testing before launch and ship. An independent lab procedure tests for power surges as per IEC 61000-4-11 specifications. Test reports and/or certification(s) can be provided for validation and records.

3.6LL Error Connections

Each VLT shall be capable of detecting and displaying the following error conditions and illuminating the tower light and/or sounding an audible alarm. Error conditions shall be cleared either by a video lottery gaming facility employee authorized by the Commission or upon initiation of a new play sequence:

- *RAM error;*
- *Low RAM battery (for batteries external to the RAM itself) or low power source;*
- *Currency-in jam;*
- *Program error or authentication mismatch;*
- *Door open (including bill acceptor); and*
- *Power Reset.*

For games that use error codes, a description of VLT error codes and their meanings shall be affixed in a Commission-approved area of the VLT's interior. Games that do not use error codes shall display meaningful text as to the error conditions.

Response: Upon detection of an error condition, Aristocrat VLTs display the error message, illuminate the tower light, and play an audible alarm. Error conditions cannot be cleared unless an authorized gaming employee resolves the error. Error conditions detected by Aristocrat's VLTs include, but are not limited to:

1. RAM error;
2. Low battery;
3. Currency-in jam;
4. Program error or authentication mismatch;
5. Door open (including bill acceptor); and
6. Power Reset

Aristocrat's VLTs do not use error codes, but instead display meaningful text to describe the error conditions.

3.6NN Redemption Ticket Printer Standards

1. *Ticket and Ticket Data. If a VLT utilizes a printer to make payments, the printer shall print the following information on a ticket and provide the same data to the Central System for each redemption ticket printed:*

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

Response: Aristocrat VLTs support printer device for issuing redemption ticket that conforms to the voucher specifications and layouts as described in the Everi Interface Control Document v2.18. All required information listed is printed on the ticket and communicated to/from the Central System.

ARISTOCRAT PROPRIETARY AND CONFIDENTIAL INFORMATION BEGINS





ARISTOCRAT PROPRIETARY AND CONFIDENTIAL INFORMATION ENDS

3.7 VLT MAINTENANCE PROGRAM

A Successful Bidder shall be responsible for performance of Field Service necessary in maintaining VLTs in the highest level of operability and appearance, including preventative maintenance to minimize equipment failures.

All Suppliers shall fully describe the serviceability of their VLTs, including field repair of subassemblies.

A Successful Bidder will be responsible to ensure that all VLTs are maintained in a state of readiness and shall take positive action when a malfunction is indicated to ensure that an affected VLT is returned to a state of readiness within two (2) hours. In all cases, the Commission reserves the right to determine as to whether a VLT is ready to be activated with the Central System and whether the Supplier responded within the time period specified (see Section 2.17).

When describing the proposed maintenance plan, a Bidder shall provide detail, including but not limited to, the parts return/service policy that will be provided, any applicable parts supply restrictions/turnaround time, etc., that can be reasonably anticipated, space needed at the Video Lottery Gaming Facility, statistical data with regard to serviceability, and a staffing plan for each Video Lottery Gaming Facility.

VLT MAINTENANCE PROGRAM

Response: Aristocrat's Field Maintenance and Repair program is designed to be less invasive to minimize downtime and increase customer service and satisfaction. Our Preventative Maintenance approach is focused on modular repair, game self-diagnostics, self-reporting error codes, easy to remove subassemblies, plug and play functionality, and standardized parts stocking procedures and levels.

GAMING FIELD MAINTENANCE PROGRAM

Aristocrat's Contractor will employ service technicians that will be 100% dedicated to the New York Lottery VLT Program. Each VLT facility will be supported by a certified technician(s) during operating hours - technician staffing numbers will be determined by Aristocrat based upon the number of Video Lottery facilities and number of VLTs at each facility. Staff will be available to work designated shifts to provide real time service during the operating hours of New York Lottery VLT's sites across the state to meet 2-hour SLA. If the operational hours are expanded, we are prepared to make the appropriate additions to ensure adequate coverage.

PERSONNEL

Aristocrat partners will provide the most experienced technical staff to support the New York Lottery VLT market. Our staff is organized for flexible response to any jurisdictional need and is fully ready to support the initial go live and ongoing operations for the New York Lottery VLT program. The Aristocrat New York Lottery VLT Service Team will be a dedicated technical services organization staffed by experienced, seasoned personnel who have installed, repaired, and managed service for VLTs. The dedicated New York Lottery VLT team will be under the direction of the dedicated Aristocrat New York Lottery Customer Service Manager who will be assisted by fully trained and licensed Field Support Technicians who will perform all installations and maintenance for the New York Lottery VLT. The organization is designed to assist field offices in any location on a 24/7 basis for technical/service issues.

IMPLEMENTATION AND STAFF

Upon contract acceptance, Aristocrat service personnel will work closely with the New York Lottery to identify installation needs and timelines. Our dedicated New York Lottery VLT Project Manager, Customer Service Manager, and field service technicians will be onsite during the start-up phase and will coordinate all installation and service activities with the New York Lottery VLT Commission and/or the VLT location management. After installation and go live, the dedicated staff will continue to manage and support all service and maintenance activities, which will offer on-call assistance during normal business hours. This team will be supplemented, as necessary, by qualified and licensed technicians from New York local service area and other jurisdictions as needed, in addition to our Nation-Wide Service Team. On-call assistance will be available 24/7 through the national call center.

INSTALL SCHEDULING AND COORDINATION

Aristocrat will work with the New York Lottery VLT Commission on establishing key milestones. These milestones are important to ensure continuous progress throughout the project after a clear scope of work has been agreed. We calculate the number of employees to support initial installation, go-live and dedicated support based on the number of games ordered, combined with the available time for installation on the floor. This can vary and will be defined more accurately based on customer requirements in the project plan. A preplanning and scoping requirements workshop is critical for these types of White Glove projects and will establish if additional resources need to be brought in to assist from the national team.

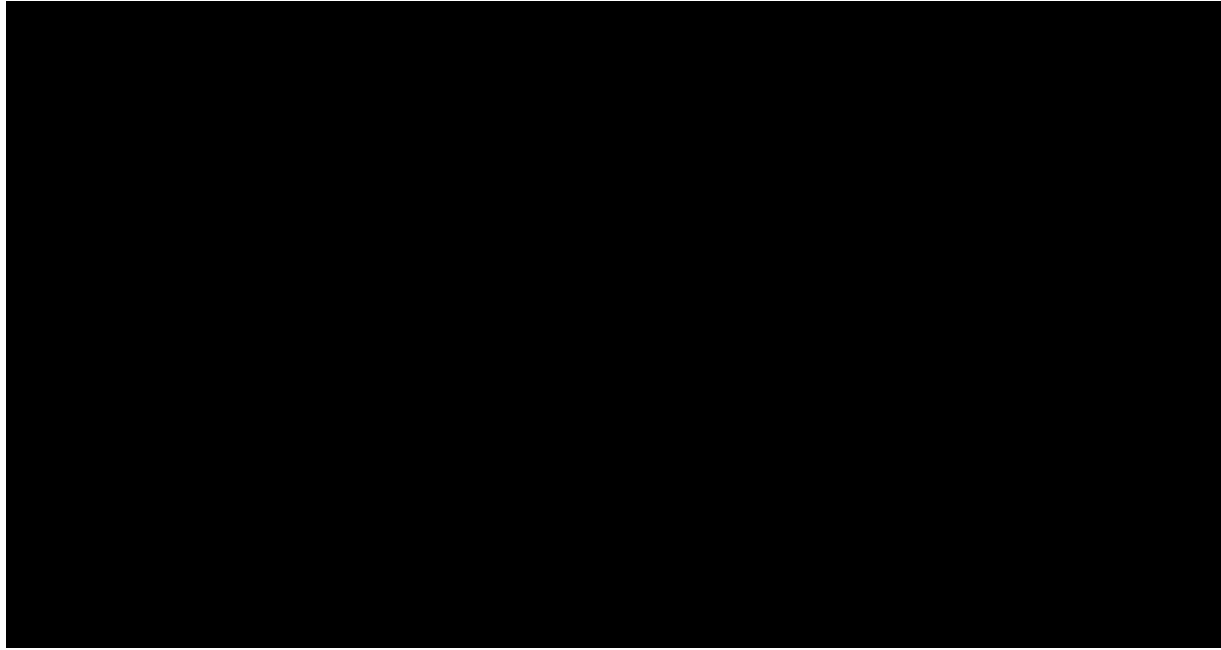
Aristocrat intends to work closely with the New York Lottery VLT Commission and each Video Lottery facility to identify and quantify the myriad of tasks involved in a startup operation. We recognize that there are several variables which could potentially impact the deployment timeline including, but not limited to, the following:

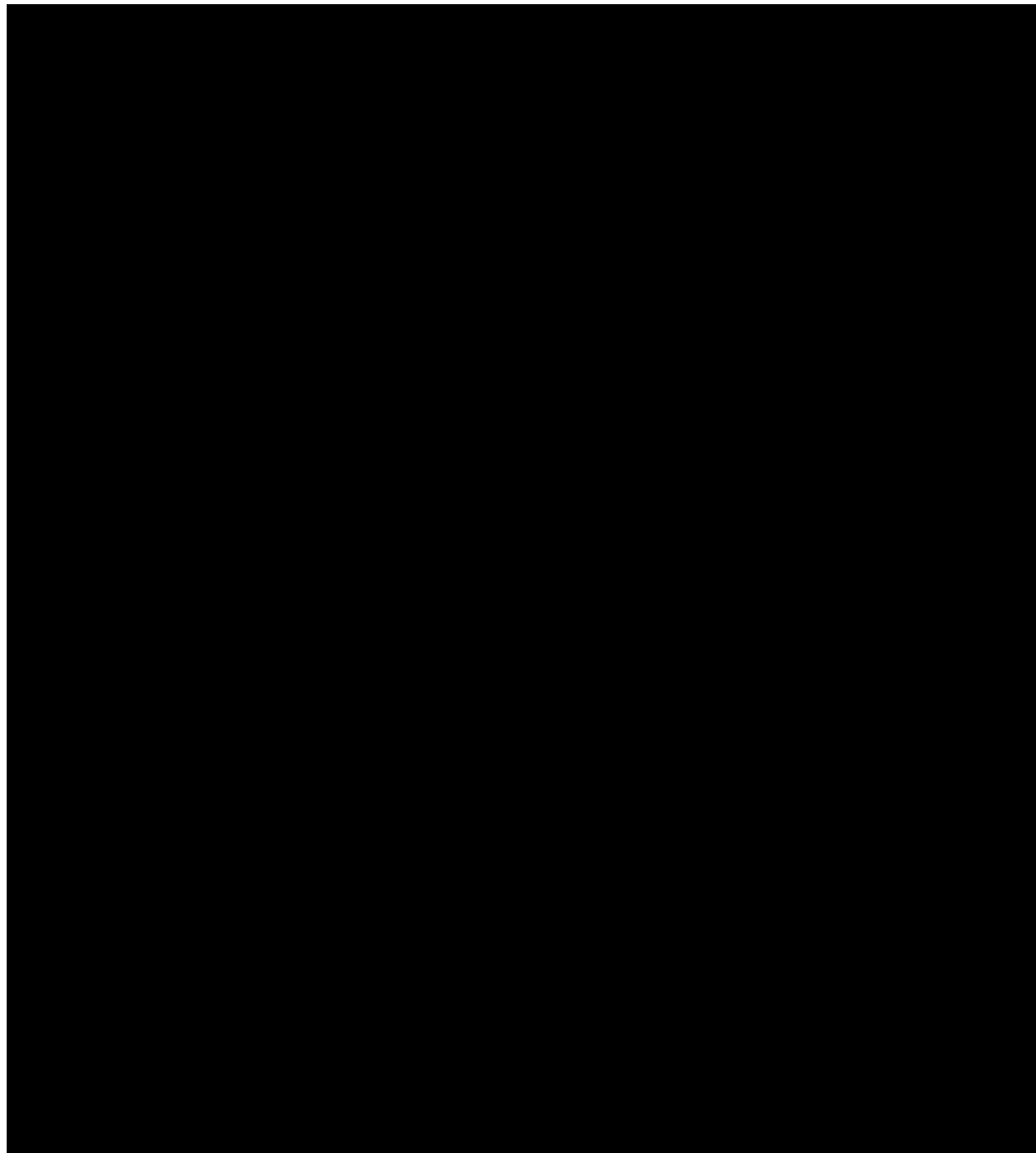
- Regulatory Requirements, including Shipping and Compliance
- Central System Requirements
- Staff availability and capacity of each Video Lottery facility
- Total # of VLTs
- Access to and capacity of Loading Dock and/or Staging Areas
- Direct Floor vs designated staging area
- Access to waste removal
- Union requirements
- Existing VLT removals

The Aristocrat Project Management Director, Aristocrat Customer Service Manager, and Aristocrat Field Operations Manager will work together to develop time-phased installation plans and provide project management support to Aristocrat until each Video Lottery facility is operational. The New York Lottery VLT Program and Project plan summaries in addition to a site survey pre-install check list is outlined below:

The Aristocrat Project Management Director, Aristocrat Customer Service Manager, and Aristocrat Field Operations Manager will work together to develop time-phased installation plans and provide project management support to Aristocrat until each Video Lottery facility is operational. The New York Lottery VLT Program and Project plan summaries in addition to a site survey pre-install check list is outlined below:

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ARISTOCRAT PROPRIETARY AND CONFIDENTIAL INFORMATION ENDS

FIELD SERVICE TECHNICIANS SAMPLE SITE SURVEY PLAN:

Aristocrat's mission is to always minimize risk and service disruptions. On initial installation, Aristocrat's goal is to work with the New York Lottery VLT Commission and/or each Video Lottery facility in preparing the location for a smooth and successful go live. For follow-on installations of additional or replacement units, our goal will be to perform machine installations in a manner that minimizes machine down time and maximizes revenue. Therefore, we will work closely with the New York Lottery VLT Commission and/or each Video Lottery facility to schedule the quantity and types of machines to install at a given time. We believe this hands-on approach allows for

maximum flexibility when installing and converting VLTs, preventing disruption to the operator and Aristocrat. See below for example Site Survey Plan and Task List:

Site Survey (Minimum two weeks in advance of delivery – preferably longer)

- i. Customer site visit by field personnel and/or CSM
 - a) 1 - 2 days
 - 1) Areas of review include but not limited to:
 - (1) Loading dock access. Lift gate requirement
 - (2) Review waste disposal plan / area
 - (3) Access to required pallet jacks / forklifts
 - (4) Floor access from loading area
 - (5) Ceiling / doorway clearances
 - (6) Staging areas
 - (7) Onsite staff responsibilities vs. Aristocrat staff
 - (8) Dedicated space available for Aristocrat equipment / parts
 - (9) Establish site POCs and introduce Aristocrat POCs
 - (10) Identify safety requirement / COVID practices.
 - (11) Specific loading dock working hours
 - (12) Parking access for field personnel
 - (13) Badging requirements
 - (14) Verify peripherals preferences / customer preferences
 - (15) Scope out area hotels and look at potential group rate for traveling personnel
 - (16) Request a copy of VLT site specific settings/configuration
 - (17) Request copy of VLT floor layout
 - (18) Timing of any competitor VLT removals
 - (19) Hours of Operation (COVID vs. Permanent)

FIELD SERVICE TECHNICIANS PRE-INSTALL CHECKLIST

Aristocrat and the New York Lottery VLT Project Manager will work in tandem with the New York Lottery VLT Commission and the Video Lottery facilities to plan, schedule and perform installations. Based on experience in other Video Lottery jurisdictions, we will provide our best time estimates for the tasks involved in a new machine install and facility opening. This estimate will assume all responsible parties perform their functions in a timely manner and that the floor is prepared with proper electrical, fiber and stands. Below is an example of Aristocrat Pre-Install Checklist:

ARISTOCRAT PROPRIETARY AND CONFIDENTIAL INFORMATION BEGINS



ARISTOCRAT PROPRIETARY AND CONFIDENTIAL INFORMATION ENDS

NEW YORK LOTTERY VLT PREVENTATIVE MAINTENANCE AND INSPECTION PROGRAM

A key component to maximum terminal player appeal and terminal up time is a dedicated planned maintenance program. In addition to daily maintenance activities, Aristocrat Contractor technicians will perform preventive maintenance on a recommended fleet cycle of 90 days, however this can be adjusted to ensure optimal performance as necessary. Reasons for these actions include maximizing player appeal, optimizing bill and ticket acceptance rates and ticket processing, and minimizing unplanned down time. This maintenance will address appearance and operational aspects of the units. During this Preventative Maintenance (PM) routine, technicians follow and fill out a comprehensive Preventative Maintenance Checklist that includes quality checks, cleaning, and verification. A summary of checklist items includes VLT preparation, Bill Acceptor, Logic Cage, Lamps and Meters, Monitors, Printers, Plasma Displays, Overhead Signs, and VLT Finalization. All PM Checklists will be electronically stored in a central repository by Field Service technicians via a mobile app and are available for reporting and historical purposes.

Aristocrat will provide reporting and tracking for all preventative maintenance activities that meet all requirements specified by Aristocrat and the New York Gaming Commission.

DAILY MAINTENANCE PROGRAM

Aristocrat Contractor(s) to support each of the Video Lottery facilities during operational hours. The role of each service technician is to provide the highest quality maintenance and service support for New York Lottery VLTs. All technicians will have completed approved Aristocrat product training including component level troubleshooting and reading of wiring diagrams and schematics. A complete set of Aristocrat Field service manuals will be available

to technicians at each Video Lottery facility containing information required to install, maintain, adjust, and repair Aristocrat VLTs. The core function of the Aristocrat Daily Maintenance Program offers the following deliverables:

- Proactive monitoring of the service log and calls
- Courtesy calls: Walking the gaming floor and inspection of all Aristocrat games
- Service requirements and all work performed are documented in detail in the Aristocrat BMC Remedy system
- Ensure that all casino work instructions are documented and adhered to
- Any service work performed is controlled with carefully monitored workflows through Aristocrat Resource Center, commonly referred to as ARC aka “Dozuki”:



- When on site, Aristocrat personnel will meet with stakeholders to ensure customer satisfaction
 1. Routine Quarterly Service Reviews or as requested
 2. Aristocrat and our contractor personnel will adhere to all New York Lottery VLT rules and regulations at all times
 3. Publish and provide availability to service dashboards and static reports
 4. Ensure staffing model supports service availability and optimal performance for the player

SHIFT TASKS

Aristocrat Contract technicians will perform the following tasks:

- Complete a daily walk-through of all Aristocrat machines, document, and complete appropriate repairs
- Contact Aristocrat and the central system provider to identify and quantify any trouble calls
- Perform preventative maintenance on designated machines
- Provide technical assistance to New York Lottery VLT representatives, as required
- Report outstanding issues to Aristocrat and appropriate authorities

- Ensure staffing model supports service availability and optimal performance for the player

RESPONSE REQUIREMENTS

A technician will be available during each Video Lottery facility operating hours for technical assistance and service dispatching to ensure any New York Lottery VLT requiring attention is returned to operational status within the mandatory 2-hour allowable maximum downtime as specified in the RFP.

WRITTEN MACHINE MAINTENANCE LOG

Aristocrat Contractor technicians shall provide details in a written maintenance log inside the main cabinet access area if required by the New York Lottery. Every Aristocrat Contractor or employee who gains entry into any internal space of a video lottery terminal for performing physical maintenance or repair will sign the maintenance log, record their employee license, indicate the date and time of entry and list all areas inspected, repaired or serviced.

SERVICEABILITY PLAN AND STATISTICAL DATA

Aristocrat utilizes intelligent business interface dashboards via Einstein to track and identify repair and parts usage trends. Reporting dashboard metrics include:

- Failure trends by cabinet
- Parts usage by product
- Service case closure rates
- Service case volume by location / property
- Service case management by technician
- Preventative maintenance management

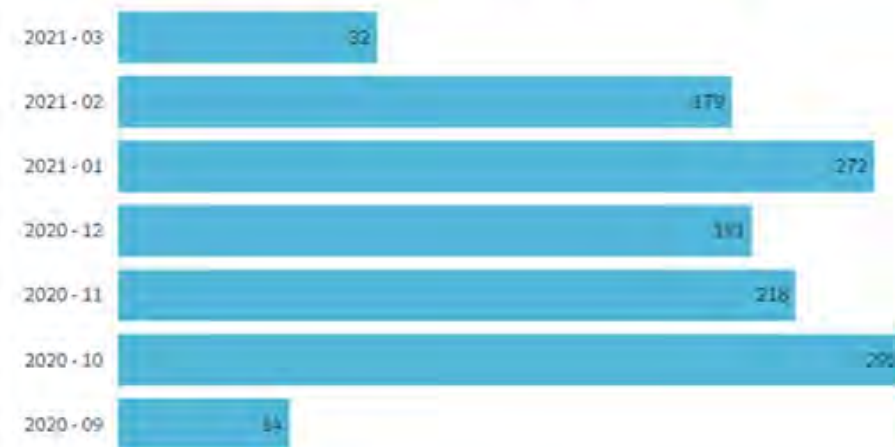
Based on this analysis, Aristocrat will provide onsite parts storage and replenishment to meet jurisdictional service level agreements. Onsite parts are replenished on a one used, one replenished basis. Stocking levels can quickly be adjusted to accommodate changes in cabinet footprint by property. Based on expected cabinet deployment for New York Lottery, failures trends are as follows:

Average case closure rates with onsite service staff are approximately .75 per service case. See example reporting:

Ave Days to Resolution Rate – (Dispatch Service Model) – Last 6 Months – Core RFP Cabinets:



of Properties PM Performance – Last 6 months:



of EGMs PM Performance – Last 6 months:



ON SITE SUPPORT SPACE

VLT Locations

Aristocrat will work with New York Lottery VLT Commission to procure on-site maintenance space commensurate with the number of terminals awarded by the VLT contract. For planning and building purposes, each Video Lottery facility should ideally plan to provide Aristocrat with a dedicated work area if possible. The amount of secure storage should be commensurate with the total number and mix of product. Typically, a 4x6 secure locker would suffice.

PARTS SUPPORT

Consumable parts will be stored at the New York Lottery VLT locations to reduce downtime for common repairs. A fully stocked parts locker at each VLT location should be at the technicians' disposal at all times. The parts locker will ensure the ability to sustain the service of the New York VLTs that Aristocrat would be tasked to maintain.

Spare parts should be replaced at VLT locations twice weekly (or more often if necessary) by courier. Repairable parts will be processed as directed by Aristocrat and/or Contractors.

A warehouse containing all mechanical and electronic components necessary to fully service, repair, or replace a malfunction on New York Lottery VLTs will be centrally located in proximity of the New York Lottery VLT sites.

PARTS POLICY AND PARTS PROCESS FLOW

Aristocrat will carry all necessary parts in van inventory and at centralized location/s that will allow Aristocrat to readily support a 2-hour SLA and a preventative maintenance program.

By following the guidelines above, Aristocrat will ensure that all New York Lottery VLT parts will be prioritized to ensure critical up time.

TROUBLE TRACKING, REPORTING AND ESCALATION MANAGEMENT


Aristocrat shall maintain and manage, in coordination with the Central System Vendor, a data base and reporting system that fulfills the following criteria:

- Tracking and various reporting of all Aristocrat New York Lottery VLT's and related problems whether actual problems were found
- Records for each VLT by serial number shall be maintained for the life of the VLT and shall include VLT's in reserve or returned for maintenance
- Systems used for support include Remedy BMC, Salesforce Einstein reports, and Field Mobile Applications (Retriever)
- Aristocrat's service approach includes Predictive Analytics, active monitoring of open calls, robust escalation procedure to engage the best technical resources, and historical data trend analysis
- Detailed call tracking includes customer information, dates/times, call summaries, work history, multi-level fault tree reporting, and machine detail
- Real time connections to Field Service Technicians

REPORTING EXAMPLE:



QUALITY REPORT EXAMPLE:



Quality Report

EGM - Install Games

Region: Eastern Region
 Manager: Son Le
 FST: Quen Brandon.

Customer: 3/10/2021
 City, State: Lake Charles, Louisiana

DEFACTS No: 1664381
 Service Request Nbr: 1664381
 QFF Type: Install
 Number of Attachments: 0
 Install Start Date: 3/4/21
 SR Closed Date: 3/8/21
 Modified Date: 3/5/21
 BDE: John Worthington

INSTALL SO# AM01SO00117410 GOPS 2 ARCS TARZAN

Total # of Machines Installed	# of Machines Defective	Percentage of machine Quality
2	0	100 %

Quality Defect (Specific to Machine Location)

Issue Area	Problem Type	affected EGMS	Serial Nbr

QFF Notes

Sales Order: AM01SO0011741
 AR_ESCALATOR

NEW YORK LOTTERY ESCALATION MANAGEMENT

Management Notification and Technical Escalation Guide					
Management Notification	Technical Resolution	Critical	High	*Medium*	*Low*
Technical Support	Technical Support	Immediately	Immediately	2 Hrs	4 Hrs
Hardware Technical Support Manager and Field Operations Manager	Technical Support	Immediately	Immediately	2 Hrs	4 Hrs
Director Service Support and Director of Field Operations	Technical Support	2 Hrs	2 Hrs	4 Hrs	8 Hrs
Vice President of Technology Services	Technical Support	4 Hrs	6 Hours	8 Hrs	12 Hrs

Critical and High – Individual/Bank games are down and not available for play

For minor repairs/game available for play

NEW YORK LOTTERY URGENCY LEVEL DEFINITION EXAMPLES

New York Lottery Urgency Level Definition Examples			
Critical		High	
Outages Games Down	All Multi-Site Games Down Bank Outage On-Site Hardware Failure (Progressive Controller, Sign, Router, Etc) Network Wide Outage	Financial Impact	Individual Games Down
Financial Impact to the Customer	Banks Down Games Down	Game Degradation	Intermittent Connectivity Issues
Violation of Regulatory Rules	Invalid Progressives or Win	Compliance Issues	Incorrect Software or Firmware Shipped Discrepancies on GLI Checksums Software or Firmware
Medium		Low	
Games Can Continue to Function	Parts Minor Graphics or Sign Issues Light Outages Firmware Inquiries Cosmetic Issues such as scratches, tears, bulbs	How to perform functions	How to setup Configurations
Compliance Inquiries	Revokes replacements within 30 to 90 days	Documentation Request	Request for PAR Sheets, Guidebooks Tech Notes, Setup Documents
		Upgrade Inquiry	Checking on status of Scheduling Upgrade
		Training Request	Training on Games

3.8 TRAINING OF VLT TECHNICIANS

Each Primary and Qualified Supplier will be required to establish and maintain a certification program for the purpose of training and certifying technicians to service and repair its VLTs, including the installation or repair of component parts such as video monitors; bill acceptors; monitoring systems; and/or other components and parts that may alter the current or subsequent operation of a VLT.

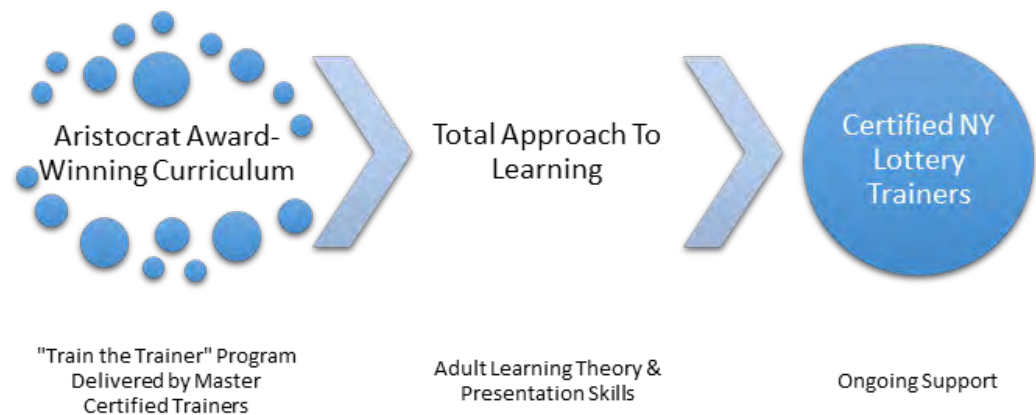
Each applicant for a VLT vendor's license will be required to provide details of its certification program to the Commission; the criteria for certification; and information concerning the qualifications of the instructors. Each licensed Primary and Qualified Supplier will be required to ensure that its technicians have received sufficient and appropriate training in the service and repair of each of its approved VLT models before any VLT may be placed in operation. Upon request of the Commission, a certified technician, or a licensed supplier employing that technician, will be required to provide satisfactory proof to the Commission of the technician's certification and competence.

Aristocrat Gaming's Learning Solutions Department provides award-winning technical training for games, hardware, and products. Our training programs are designed to provide the *how-to-steps* and the *why* for deeper understanding. We offer instructor-led training at our Las Vegas Training Center or at the property site. Additionally, we offer numerous online learning modules via Aristocrat Gaming University, where you can also track your learning progress and sign-up for classroom training. Reporting on the learning progress of your staff is available for property management through the portal, based on permissions.

Overview of Training Program

Learning Solutions offers a variety of training on hardware products including cabinets, signs, controllers, games settings, maintenance, and troubleshooting. Learning Solutions recommends a multi-pronged approach to your training needs. The "Train the Trainer" program for New York Lottery trainers and superusers would commence prior to the first install and would involve a master certification, curriculum training, and ongoing support via elearning modules. For continuous learning and improvement, Aristocrat will provide elearning modules and an annual reboot training day inclusive of any new games and hardware. The training is conducted by an Aristocrat Gaming Master Certified Trainer.

Figure 1. ALC Training Solution



The EGM Training class is designed to familiarize commission personnel with the configuration of Aristocrat slot machines, identification of external and internal components, cabinet types, removal and replacement of components, software, set up menus, and troubleshooting.

The Troubleshooting Workshop focuses on techniques and procedures used for troubleshooting Aristocrat games and progressives. Students will learn the eight-step methodology of troubleshooting, as well as demonstrate their competence during hands-on exercises, demonstrations, and discussions.

The solutions are discussed in-depth in the following paragraphs.

Prong 1: New York Lottery Commission Staff

Intended Audience: New York Lottery Commission Staff

The curriculum in this prong is concentrated by role. This curriculum takes the everyday tasks from the Train the Trainer program and presents it to the applicable audience. It is designed to help New York Lottery personnel perform basic maintenance and daily tasks on Aristocrat games and hardware. At the end of the training, the commission staff will have a complete and thorough understanding of how Aristocrat games function.

Table 2. Staff Training by Audience

Audience	Class	Day(s)
Service Personnel	EGM Workshop	1 (1 day per EGM type)
	Troubleshooting Workshop	1

Prong 2: Continuous Education

Intended Audience: Technicians, Superusers, and Required Personnel

Aristocrat offers multiple options for continuous learning. The award-winning platform, Axonify, that is the foundation of Aristocrat Gaming University. New York Lottery has the option for daily reinforcement of training topics by answering a few questions each workday. Aristocrat Gaming University also provides Quick Start Bundles of job aides and videos designed to get employees functioning at a high speed in a short time.

The combination of just-in-time learning, and instructor-led basic training provides the performance support employees need on the job. The content is presented by cabinet, theme, or hardware, as applicable to the product. The curriculum is delivered via Aristocrat Gaming University and features award-winning curriculum.

Learning Solutions proposes providing team supervisor accounts and reporting for Trainers and Managers in our learning management system, Aristocrat Gaming University. This gives New York Lottery a first-hand perspective on how their staff is learning and performing.

Annually, Aristocrat Gaming Learning Solutions will provide onsite in New York Lottery a training refresher class (1-2 days dependent on content) on new games or hardware. At this time, the trainer will also complete any new curriculum knowledge transfer to the New York Lottery trainers.

3.9 TRAINING OF COMMISSION AND VIDEO LOTTERY GAMING FACILITY STAFF

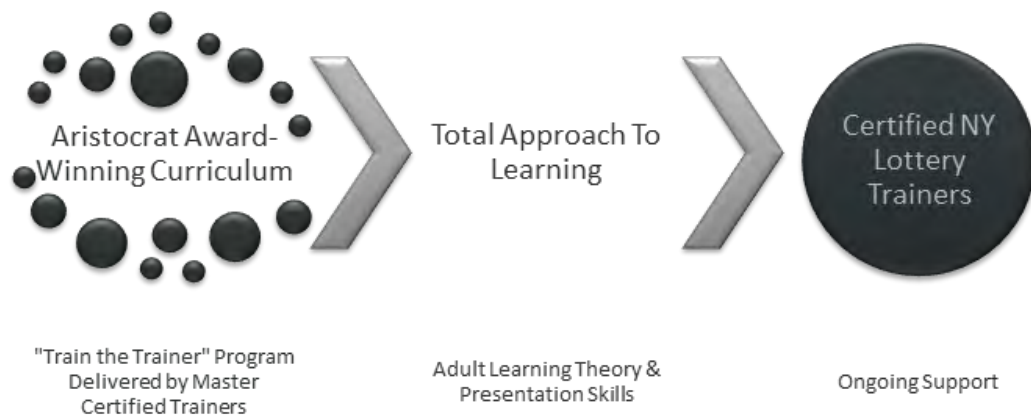
Primary and Qualified Suppliers shall propose a training program that will provide the Video Lottery Gaming Facility staff on all aspects of their terminal.

Aristocrat Gaming’s Learning Solutions department provides award-winning technical training for games, hardware, and products. Our training programs are designed to provide the *how-to-steps* and the *why* for deeper understanding. We offer instructor-led training at our Las Vegas Training Center or at the property site. Additionally, we offer numerous online learning modules via Aristocrat Gaming University, where you can also track your learning progress and sign-up for classroom training. Reporting on the learning progress of your staff is available for property management through the portal, based on permissions.

Overview of Training Program

Learning Solutions offers a variety of training on hardware products including cabinets, signs, controllers, games settings, maintenance, and troubleshooting. Learning Solutions recommends a three-pronged approach to your training needs. The “Train the Trainer” program for New York Lottery trainers and superusers would commence prior to the first install and would involve a master certification, curriculum training, and ongoing support via elearning modules. New York Lottery's casino technicians would receive training from New York Lottery's trainers that have been certified by Aristocrat using curriculum developed by Aristocrat. For continuous learning and improvement, Aristocrat will provide elearning modules and an annual reboot training day inclusive of any new games and hardware. The training is conducted by an Aristocrat Gaming Master Certified Trainer.

Figure 1. ALC Training Solution



The solutions are discussed in-depth in the following paragraphs.

Prong 1: Trainer and Superuser Training

Intended Audience: Trainers and Superusers at New York Lottery

To meet New York Lottery's daily needs, Learning Solutions proposes utilizing the robust program that we use to train our trainers and leads. The program includes EGM classes plus a Train the Trainer class focusing on adult learning theory and presentation skills (Table 1).

Table 1. Comprehensive Training Program

	Class	Days
<i>Trainers/Superusers</i>	EGM Training	1-2 (# of day could vary based upon cabinet type)
	Troubleshooting Workshop	1
	Train the Trainer	2

This comprehensive program provides the depth and breadth of knowledge to make the New York Lottery trainers skilled to handle the Technician Training curriculum at the properties. Also included in the program is training on adult learning theory, presentation skills, and knowledge transfer on the concentrated curriculum. These special classes will provide New York Lottery Trainers with advanced knowledge needed to improve their ability to deliver the training to all New York Lottery Technicians.

The objective here is to provide New York Lottery trainers with the knowledge, skills, and abilities needed to support the greater New York Lottery personnel. The classes can be delivered at New York Lottery's training center or at Aristocrat Gaming's Las Vegas Training Center.

Prong 2: Staff Training

Intended Audience: Technicians and Service Personnel

The curriculum in this prong is concentrated by role. This curriculum takes the everyday tasks from the Train the Trainer program and presents it to the applicable audience. It is designed to help New York Lottery personnel perform basic maintenance and daily tasks on Aristocrat games and hardware. At the end of the training, the technicians will be Games Certified by Aristocrat.

Table 2. Staff Training by Audience

Audience	Class	Day(s)
<i>Service Personnel</i>	EGM Workshop	1 day per cabinet type
	Troubleshooting Workshop	1

Prong 3: Continuous Education

Intended Audience: Technicians, Superusers, and Required Personnel

This curriculum is designed to be delivered by the New York Lottery trainer (or alternately, the Aristocrat training team) to New York Lottery Games Technicians. It provides the personnel with the information they need in a just-in-time format. The curriculum is presented as Quick Start Bundles of job aides, videos, and instructor-led curriculum designed to get casino employees functioning at a high speed in a short time. The combination of just-in-time learning and instructor-led basic training provides the performance support employees need on the job. The content is presented by cabinet, theme, or hardware, as applicable to the product. This ongoing support will enable New York Lottery Trainers to provide continuing education to New York Lottery Personnel. The curriculum is delivered via Aristocrat Gaming University and features award-winning curriculum.

Learning Solutions proposes providing team supervisor accounts and reporting for Trainers and Managers in our learning management system, Aristocrat Gaming

University. This gives New York Lottery a first-hand perspective on how their staff are learning and performing.

Annually, Aristocrat Gaming Learning Solutions will provide onsite in New York Lottery a training refresher class (1-2 days dependent on content) on new games or hardware. At this time, the trainer will also complete any new curriculum knowledge transfer to the New York Lottery trainers.

ATTACHMENT 1: FREEDOM OF INFORMATION LAW

Response: Designation of confidential and proprietary information is marked throughout the response. Please refer to the following Attachment 1 Aristocrat's Freedom of Information Law (FOIL) letter with designation of proprietary and confidential information.



101 Park Avenue, 17th Floor
New York, NY 10178
Tel (212) 878-7900 Fax (212) 692-0940
www.foxrothschild.com

PHILIP Z. LANGER
Direct No: 212.878.1436
Email: PLanger@FoxRothschild.com

March 16, 2021

Included Within Proposal

Stacey Relation, Contract Management
Specialist III
New York State Gaming Commission
Contracts Office, 4th Floor
One Broadway Center
Schenectady, NY 12305

Alysan Bowers, Contract Management
Specialist II
New York State Gaming Commission
Contracts Office, 4th Floor
One Broadway Center
Schenectady, NY 12305

Dear Ms. Relation and Ms. Bowers:

This firm represents Aristocrat Technologies, Inc. (“Applicant”), an applicant before the New York State Gaming Commission (the “Commission”), for a license to provide video lottery terminals, games, and software that will connect to and work with the New York Lottery’s video Lottery Central System.

As the Request for Proposals for New York Lottery Video Games C202017 dated February 5, 2021 (the “RFP”) required, on or before March 19, 2021, Applicant submitted its response to the RFP (the “Proposal”). Now, as the RFP further requires, and as described in the RFP and under the authority of Public Officers Law §§ 87 and 89 and Racing, Pari-Mutuel Wagering and Breeding Law § 1313.2, Applicant designates the following information, exhibits, and/or attachments to the Proposal as exempt from disclosure under article 6 of the Public Officers Law (the “Freedom of Information Law” or “FOIL”).

Once these designations are accepted as final, Applicant will submit a redacted version of the Proposal consistent with the accepted designations.

A description of the basis for Applicant’s request and the materials Applicant designates as exempt from disclosure under FOIL follows.



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Alysan Bowers, Contract Management Specialist II
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AUTHORITY FOR EXEMPTION FROM DISCLOSURE

The Freedom of Information Law makes all agency records open to the public unless those records fall within one or more enumerated exceptions. See Public Officers Law § 87(2). Among the information exempted from such disclosure, however, are trade secrets submitted to an agency by a commercial enterprise or derived from a commercial enterprise and which if disclosed would cause substantial injury to the competitive position of the subject enterprise. Public Officers Law § 87(2)(d). This exemption, barring the disclosure of sensitive commercial information, exists “to protect the interests of a commercial enterprise in avoiding a significant competitive injury as a result of disclosure of information it provided to an agency, thereby fostering the state’s economic development efforts to attract business to New York.” In re Verizon v. Bradbury, 40 AD3d 1113 (2 Dept. 2007).

To those ends, Public Officers Law § 89(5) provides for a process through which one submitting information to an agency may designate portions of that information as exempt from disclosure under FOIL. In the case of information exempt from disclosure under Public Officers Law § 87(2)(d), i.e., trade secrets, the statute provides that the submitting party shall make a written request for exemption, in which the submitting party shall “state the reasons why the information should be exempted from disclosure.” Courts of the State of New York have defined a “trade secret” as “a private matter; somethin[g] known to only one or a few and kept from the general public, and not susceptible to general knowledge.” Leo Silfen, Inc. v. Cream, 29 N.Y.2d 387, 394-95 (1972) (citation omitted). Whether “substantial competitive harm” exists turns on “the commercial value of the requested information to competitors and the cost of acquiring [that information] through other means.” Matter of Encore Coll. Bookstores v. Auxiliary Serv. Corp. of State Univ. N.Y. at Farmingdale, 87 N.Y.2d 410, 420 (1995).

FOIL likewise contains an exemption for information which, if disclosed, would constitute an unwarranted invasion of personal privacy under Public Officers Law § 89(2). Public Officers Law § 87(2)(b). Analysis of the propriety of an exemption claimed under Public Officers Law § 87(2)(b) requires a three-part test. First, the court must determine whether the type of information to be redacted implicates a recognized privacy interest. See Matter of New York Times Co. v. City of N.Y. Fire Dept., 4 N.Y.3d 477, 484–485 (2005). If so, the court must determine whether release of the information to be redacted falls within one of the six examples of an “unwarranted” invasion



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of personal privacy set forth in section 89(2)(b). Id. at 485. Last, if no enumerated example applies, the court must balance “the privacy interests at stake against the public interest in disclosure of the information” to determine whether disclosure nevertheless would result in an unwarranted invasion of privacy. Ibid. What constitutes an “unwarranted invasion of privacy” is a question of “what would be offensive and objectionable to a reasonable [person] of ordinary sensibilities.” Matter of Beyah v. Goord, 309 A.D.2d 1049, 1050 (2003). That determination “requires balancing the competing interests of public access and individual privacy.” Matter of Dobranski v. Houper, 546 N.Y.S.2d 180 (3rd Dept. 1989).

In respect of that balancing test, one side of the scale is “the expectation of privacy accruing to the individual furnishing the information and the general need to protect against dissemination of personal information relating to that individual”; on the other is “the presumption that governmental records are to be available to public scrutiny, . . . judicial reluctance to broaden the narrow exceptions to disclosure, and concern as to whether the information contained in the document sought to be revealed is a matter of public record.” Dobranski, supra, 546 N.Y.S.2d 180 (exempting from disclosure information about inmates not typically available in publicly accessible records). Indeed, recognizing the unwarranted intrusion that would result from the disclosure of certain information, and balancing that intrusion against the purposes of the statute, FOIL provides that an unwarranted invasion of personal privacy does not occur where “identifying details are deleted.” Public Officers Law § 89(2)(c)(i).

MATERIALS EXEMPT FROM DISCLOSURE

Applicant asserts that the following information and/or materials contained within or provided in connection with the Proposal are exempt from disclosure under FOIL for the following reasons:

<u>SECTIONS OF LOT 2, VOLUME 1 PROPOSAL EXEMPT FROM DISCLOSURE</u>	<u>BASIS FOR EXEMPTION</u>
§ 1.a.(6) – All Information Provided	Public Officers Law § 87(2)(b)
§ 1.a.(7) – All Information Provided	Public Officers Law § 87(2)(b)



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 Alysan Bowers, Contract Management Specialist II
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§ 1.a.(8) – All Information Provided	Public Officers Law § 87(2)(b)
§ 1.a.(9) – All Information Provided	Public Officers Law § 87(2)(b)
§ 1.a.(13) – Images of Proprietary Field Ops Hub, Customer Portal, Customer Survey, and COVID-19 Protocols	Public Officers Law § 87(2)(d)
Lot 2, Volume 1 Attachments – Aristocrat/VGT Material Investigations and Licensing Matters	Public Officers Law § 87(2)(d)
§ 1.c.(1) – All Information Provided	Public Officers Law § 87(2)(d)
§ 1.c.(1)(B) – Comparable Accounts Information	Public Officers Law § 87(2)(d)
§ 1.c.(1)(B) – Performance Report	Public Officers Law § 87(2)(d)
§ 1.c.(1)(B) – Design & Development Investment Chart	Public Officers Law § 87(2)(d)
§ 1.d. – Reference Information	Public Officers Law § 87(2)(d) Public Officers Law § 87(2)(b)
§ 1.e. – Lot 2 – Attachments, Resumes	Public Officers Law § 87(2)(b)
§ 1.f – Lot 2 – New York VLT Cabinet Release Plan	Public Officers Law § 87(2)(d)
§ 1.f – Lot 2 – New York VLT Games Release Plan	Public Officers Law § 87(2)(d)



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 Alysan Bowers, Contract Management Specialist II
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§ 1.g–Lot 2 Attachment G02 – Supplier Code of Conduct	Public Officers Law § 87(2)(d)
SECTIONS OF LOT 2, VOLUME 2 PROPOSAL EXEMPT FROM DISCLOSURE	BASIS FOR EXEMPTION
§ 9-3.1A – Proprietary Information on Investing for the Future	Public Officers Law § 87(2)(d)
§ 9-3.5C – New Game Schedule, Game Update/Tweak, and Math Adjustment Charts	Public Officers Law § 87(2)(d)
§ 9-3.6C – Physical Security Information	Public Officers Law § 87(2)(d)
§ 9-3.6H – All Information Provided	Public Officers Law § 87(2)(d)
§ 9-3.6L – All Information Provided	Public Officers Law § 87(2)(d)
§ 9-3.6N.3 – All Information Provided	Public Officers Law § 87(2)(d)
§ 9-3.6O – All Information Provided	Public Officers Law § 87(2)(d)
§ 9-3.6S – All Information Provided	Public Officers Law § 87(2)(d)
§ 9-3.6T – All Information Provided	Public Officers Law § 87(2)(d)
§ 9-3.6CC – All Information Provided	Public Officers Law § 87(2)(d)
§ 9-3.6DD – All Information Provided	Public Officers Law § 87(2)(d)
§ 9-3.6FF – All Information Provided	Public Officers Law § 87(2)(d)
§ 9-3.6GG – All Information Provided	Public Officers Law § 87(2)(d)



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§ 9-3.6HH – All Information Provided	Public Officers Law § 87(2)(d)
§ 9-3.6II – All Information Provided	Public Officers Law § 87(2)(d)
§ 9-3.6NN.2 – All Information Provided	Public Officers Law § 87(2)(d)
§ 9-3.6NN.3 – All Information Provided	Public Officers Law § 87(2)(d)
§ 9-3.6NN.4 – All Information Provided	Public Officers Law § 87(2)(d)
§ 9-3.7 – Lot 2 Sample Project Plan	Public Officers Law § 87(2)(d)
§ 9-3.7 – Lot 2 Deployment Plan	Public Officers Law § 87(2)(d)
§ 9-3.7 – Pre-Install Checklist Screen Shots	Public Officers Law § 87(2)(d)
SECTIONS OF LOT 2, VOLUME 3 PROPOSAL EXEMPT FROM DISCLOSURE	<u>BASIS FOR EXEMPTION</u>
§ Aristocrat Pricing Catalog Sheet for Lot 2	Public Officers Law § 87(2)(d)
OTHER SECTIONS OF PROPOSAL EXEMPT FROM DISCLOSURE	<u>BASIS FOR EXEMPTION</u>
§ 8-Appendix C – Bidder/Offerer Disclosure Certification Form	Public Officers Law § 87(2)(b)
Appendix E - Vendor Questionnaire – Question 6 – Customer Names and Dollar Amounts	Public Officers Law § 87(2)(d) Public Officers Law § 87(2)(b)
Appendix E - Vendor Questionnaire – Question 8 – Customer Names and Dollar Amounts	Public Officers Law § 87(2)(d) Public Officers Law § 87(2)(b)



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§ 8-Appendix J-2 Work Force Employment Staffing Plan	Public Officers Law § 87(2)(d)
	Public Officers Law § 87(2)(b)
§ 8-Appendix J-4 MWBE Business Utilization Plan Staffing Plan	Public Officers Law § 87(2)(d)
	Public Officers Law § 87(2)(b)
§ 8-Appendix L – SDVOB Utilization Plan	Public Officers Law § 87(2)(b)

REQUEST FOR NOTICE OF POTENTIAL DISCLOSURE

Applicant designates Phillip Z. Langer, Esq., as the person authorized to respond to the Commission's inquiries concerning the confidential status of the materials listed above. Mr. Langer may be reached at:

FOX ROTHSCHILD LLP
101 Park Avenue, 17th Floor
New York, NY 10178
(212) 878-1436
PLanger@FoxRothschild.com

Consistent with the provisions of Public Officers Law § 89(5)(b), Applicant requests notice of any request for disclosure of the material or information designated above and the opportunity to be heard in opposition to any disclosure of the same.

Very truly yours,

A handwritten signature in cursive script that reads 'Phillip Z. Langer'.

Phillip Z. Langer

ARISTOCRAT GAMING PRODUCT CATALOGUE

Lot 2 Submission
New York State Gaming Commission
RFP #C202017
March 19, 2021

ARISTOCRAT GAMING™



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GLOBAL GAMING AWARDS 2020

- Land-Based Supplier of the Year
- Slot of the Year, Dollar Storm
- Land-based product of the Year, MarsX

GGB TECHNOLOGY AWARDS 2020

- Gold: Reel Clear, Best Guest Health & Safety Product category
- Silver: Cash Express Luxury Line, Best Slot category

CDC REPORTS: FRANK FLOOR TALK "TOP SLOTS OF THE NEW MODEL YEAR"

- Crazy Rich Asians
- Buffalo Chief

G&L GAMING & HOSPITALITY INDUSTRY AWARDS FOR 2020

- Partner Award

CASINO PLAYER'S BEST OF GAMING AWARD 2020

- Favorite Progressive Slot - Buffalo Grand, second place
- Favorite Bonus Round - Buffalo Grand, second place
- Favorite Video Slot - Buffalo, third place

SOCAL GAMING GUIDE READER'S POLL 2020

- Best Penny Slot - Dragon Link, first place
- Luckiest Slot - Dragon Link, first place
- Best Music/Movie/TV Themed Slot - Billions, first place
- Best Classic Slot - Buffalo Gold, first place
- Best Video Slot - Buffalo Diamond, second place
- Best Reel Slot - Buffalo Gold, second place
- Best Slot Graphics - Mad Max, second place
- Best Progressive Slot - Dollar Storm, third place
- Best Slot Innovation - Buffalo Rush, third place



NYLT PRODUCT ROADMAP

	Hardware	July - September 2021	October - December 2021	January - March 2022	April - June 2022	July - September 2022
<p>MARSX PORTRAIT™</p> 		       	  	   	    	
	<p>MARSX UPRIGHT™</p> 		       			 

GOLD STACKS 88 - DANCING FOO & LUNAR FESTIVAL

Available on the MarsX Portrait

WHY PLAYERS WILL PREFER THIS GAME:



Metamorphic Jackpot Action – Players engage as the coin pile grows and explodes to award a pick'em jackpot feature



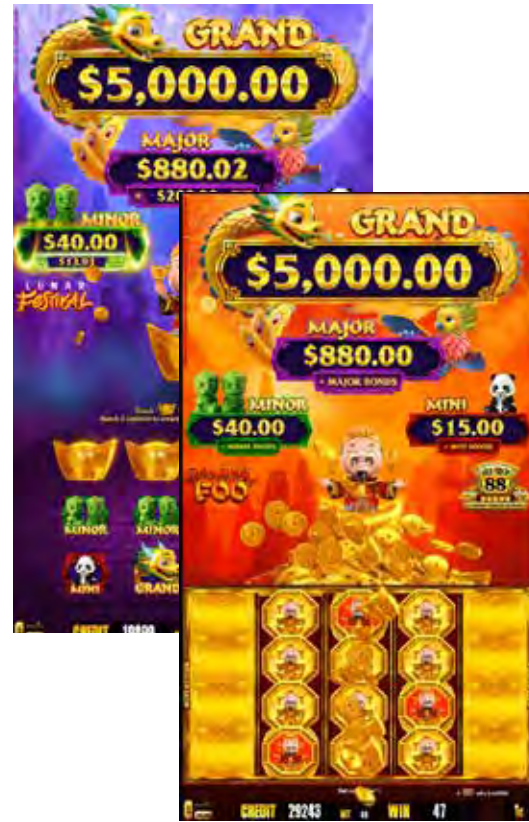
Perfect for Players Who Love Wilds – Dynamic stacking wilds maintain player excitement



Appeal to a Variety of Players – Graphics and animations appeal to light or casual players, mechanics and jackpot prizes appeal to core players

HOW IS THIS GAME CONFIGURED:

- 1¢, 2¢, 5¢, 10¢
- Xtra Reel Power (1,024 Ways)
- Min bet: 88cr
- Max bet: 440cr / 880cr



MIGHTY CASH - TIGER ROARS & DRAGON FLIES

Available on the MarsX Upright

WHY PLAYERS WILL PREFER THIS GAME:



Easy Learning Curve – WYSIWYG Cash-on-Reel awards with re-spins has a fast-learning curve that players like and increases occupancy



Jackpot Energy – Easy single-symbol awarded jackpots, and the chance to win multiple jackpots in a single bonus event, gives players more of what they want



Gender Neutral Art – Great math combines with lucky Asian-themed graphics to appeal to a wide player base

HOW IS THIS GAME CONFIGURED:

- 1¢, 2¢, 5¢, 10¢
- Reel Power (243 ways)
- Min bet: 38cr
- Max bet: 340cr / 680cr



BUFFALO XTREME

Available on the MarsX Portrait

WHY PLAYERS WILL PREFER THIS GAME:



Xtreme Inspiration – Buffalo Gold™ proven math and game mechanics combine to create a game with meaningful wins



Xtreme Experience – Combines an Xtreme Bonus collection feature and growing reels for thousands of ways to win



Xtreme Multipliers – Multipliers in the Base and Free Games combine with Double Stacked Wilds to keep players engaged through the final spin

HOW IS THIS GAME CONFIGURED:

- 1¢, 2¢, 5¢, 10¢
- Xtra Reel Power (1,024 ways)
- Min bet: 75cr
- Max bet: 375cr / 750cr



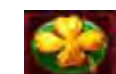
EXTRA BONUS WILDS - WILD LEPRE'COINS & BIRDS OF PAY

Available on the MarsX Upright

WHY PLAYERS WILL PREFER THIS GAME:



Tons of Wild Action – Frequently awarded Wilds in the Base and Bonus games makes the perfect product for those seeking lots of wild pays



Core Math – Inspired by the proven Extra Bonus Wilds franchise, the game wins speak to players who seek richer rewards



Forever Free Games – Engaging graphics and sound combine with even more Wilds intensity and unlimited retriggers for a fun experience

HOW IS THIS GAME CONFIGURED:

- 1¢, 2¢, 5¢, 10¢
- 25 Line / 30 Line
- Min bet: 50cr / 60cr
- Max bet: 25 Line – 250cr & 500cr / 30L – 300cr & 600cr



WELCOME TO FANTASTIC JACKPOTS - BIG HITS & BIG PAYS

Available on the MarsX Portrait

WHY PLAYERS WILL PREFER THIS GAME:



Market Leading Feature – Inspired by Lightning Link™ Hold & Spin, which is one of the leading top feature mechanics in the industry



More Franchise Variety – Maintains the “What You See Is What You Get” simplicity but adds free games variety for wider audience appeal



Play Their Way – Choose your volatility free games with multipliers and Cash-on-Reel wins allow players to choose their favorite way to play

HOW IS THIS GAME CONFIGURED:

- 1¢, 2¢, 5¢, 10¢
- 50 Line
- Min bet: 1¢, 2¢ – 50cr / 5¢, 10¢ – 25cr / \$1 – 5cr
- Max bet: 1¢, 2¢ – 500cr / 5¢, 10¢ – 250cr / \$1 – 50cr



BUFFALO GOLD COLLECTION

Available on the MarsX Portrait

WHY PLAYERS WILL PREFER THIS GAME:



Player Loved – Key game that aligns across all gaming segments and cabinets and is a consistent top performer per Eilers



Player Appeal – Opportunity to attract casino players to NYLT with the popular Buffalo brand that is known for big wins



Gold Bonus Feature – Innovative Buffalo Collection feature with additional wilds and multipliers for player engagement

HOW IS THIS GAME CONFIGURED:

- 1¢, 2¢, 5¢, 10¢
- Xtra Reel Power (1,024 Ways)
- Min bet: 60cr
- Max bet: 360cr / 480cr



WELCOME TO FANTASTIC JACKPOTS - LOADED & TREASURES

Available on the MarsX Portrait

WHY PLAYERS WILL PREFER THIS GAME:



Market Leading Feature – Inspired by Lightning Link™ Hold & Spin, which is one of the leading top feature mechanics in the industry



WYSIWYG Simplicity – “What You See Is What You Get” simplicity creates an easy to play game which improves occupancy and utilization



Instant Win Alternative – A single Big Chip during the Free Games will activate the prized Hold & Spin bonus, making for an extra easy pursuit

HOW IS THIS GAME CONFIGURED:

- 1¢, 2¢, 5¢, 10¢
- 50 Line
- Min bet: 1¢, 2¢ – 50cr / 5¢, 10¢ – 25cr / \$1 – 5cr
- Max bet: 1¢, 2¢ – 500cr / 5¢, 10¢ – 250cr / \$1 – 50cr



FU DAI LIAN LIAN - DRAGON & PANDA

Available on the MarsX Upright

WHY PLAYERS WILL PREFER THIS GAME:



Top Performer – Long-term consistent earning franchise; performing above 2x house average in Class III market per Eilers



Better Than the Competition – Provides 3 fantastic metamorphic bonuses, including a new Jackpot letter collection feature, keeping players engaged



Feature Mania – The bonuses can be triggered simultaneously for triple the fun at once and the opportunity for a big payday

HOW IS THIS GAME CONFIGURED:

- 1¢, 2¢, 5¢, 10¢
- 50 Line
- Min bet: 88cr
- Max bet: 1¢, 2¢ – 880cr / 5¢ – 528cr / 10¢ – 264cr



GRAND STAR - EMERALD & PLATINUM

Available on the MarsX Upright

WHY PLAYERS WILL PREFER THIS GAME:



Built on Success – Uses inspiration from our popular Wild Wild series and combines it with Cash-on-Reel mystery awards



Strong Progressive Element – Jackpots may be awarded during the Cash-On-Reel Star bonus or randomly after any spin



Big Win Chase – Star and Moon symbols are Wilds, making it easier to achieve the 5-of-a-Kind wins players seek

HOW IS THIS GAME CONFIGURED:

- 1¢, 2¢, 5¢, 10¢, \$1
- 50 Line (1¢ & 2¢) / 25 Line (5¢ & 10¢) / 5 Line (\$1)
- Min bet: 1¢, 2¢ – 50cr / 5¢, 10¢ – 25cr / \$1 – 5cr
- Max bet: 1¢ – 500cr / 2¢ – 250cr / 5¢ – 100cr / 10¢ – 50cr / \$1 – 5cr



BUFFALO GOLD REVOLUTION

Available on the MarsX Upright

WHY PLAYERS WILL PREFER THIS GAME:



A Perfect Blend – A merger of 2 of Aristocrat's best games, Buffalo Grand & Buffalo Gold Collection



Multi-Spinning Wheel Action – Prominent multi-spinning wheel, that doesn't stop until free games are won, keeps players engaged



Gold Buffalo – The wheel bonus allows symbols to be turned into Buffalo before the free games, giving players more reasons to shout "BUFFALO!"

HOW IS THIS GAME CONFIGURED:

- 1¢, 2¢, 5¢, 10¢
- Xtra Reel Power (1,024 ways)
- Min bet: 75cr
- Max bet: 450cr



BUFFALO CHIEF

Available on the MarsX Portrait

WHY PLAYERS WILL PREFER THIS GAME:



Full Buffalo Inspiration – Uses elements of Buffalo Stampede™ and Buffalo Gold™; developed by the creators of successful Buffalo Diamond™



Novel Stampede Bonus – Players remain engaged as they pursue 16,000 ways to win on expanding reels for guaranteed 5-of-a-kind Buffalo wins



Recognized Buffalo Free Games – Contains the Buffalo Free Games players expect, maintaining product integrity



Wheel Excitement – Spin up floor energy with a wheel bonus that awards up to 250 Buffalos to the free games for big win potential

HOW IS THIS GAME CONFIGURED:

- 1¢, 2¢, 5¢, 10¢
- 3,456 Ways (4-6-6-6-4)
- Min bet: 80cr
- Max bet: 500cr



TIMBER WOLF XTREME

Available on the MarsX Portrait

WHY PLAYERS WILL PREFER THIS GAME:



Xtreme Inspiration – Timber Wolf™ proven math and game mechanics combine to create a recognized brand with a built-in player following



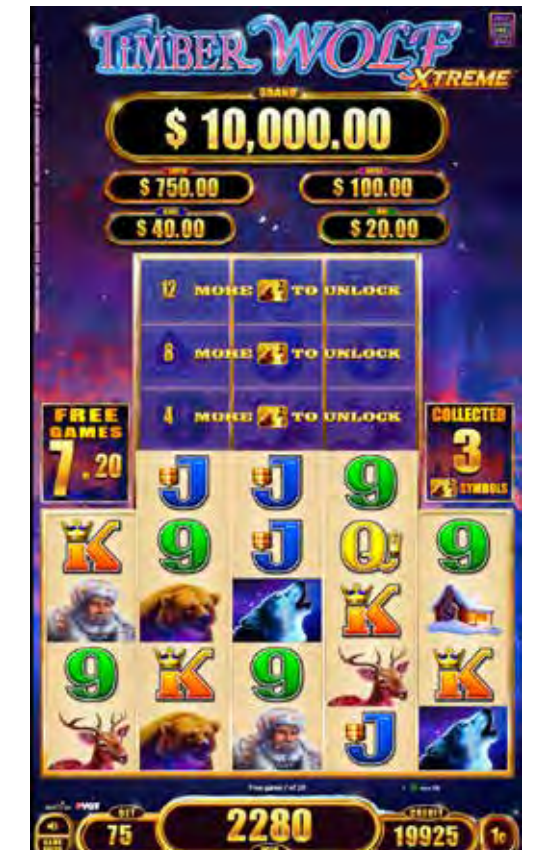
Xtreme Experience – Combines an Xtreme Bonus collection feature and growing reels for thousands of ways to win



Xtreme Multipliers – Multipliers in the Base and Free Games combine with Double Stacked Wilds that keep players engaged until the final spin

HOW IS THIS GAME CONFIGURED:

- 1¢, 2¢, 5¢, 10¢, 25¢
- Xtra Reel Power (1,024 ways)
- Min bet: 75cr
- Max bet: 375cr / 750cr



CRAZY CASH DOUBLE UP PROSPEROUS MOON & MIGHTY CASH DOUBLE UP LUCKY TIGER

Available on the MarsX Portrait

WHY PLAYERS WILL PREFER THIS GAME:



Hold & Spin Innovation – Play two independent Hold & Spin games during the Crazy Cash Double Up feature. 100% more Hold & Spin for 50% more bet!



Double Progressive Action – Grand can be won twice when triggering the Mighty Cash feature, driving player excitement and increased jackpot rewards



Wider Wallet Appeal – A Player selectable multi-denomination lobby appeals to a wide range of patrons

HOW IS THIS GAME CONFIGURED:

- 1¢, 2¢, 5¢, 10¢
- Reel Power (243 ways)
- Min bet: 1¢ – 75cr / 2¢ – 75cr / 5¢ – 45cr / 10¢ – 45cr
- Max bet: 1¢ – 375cr / 2¢ – 750cr / 5¢ – 225cr / 10¢ – 450cr



WILD WILD - SAMURAI & NUGGET

Available on the MarsX Portrait

WHY PLAYERS WILL PREFER THIS GAME:



Successful Class 3 Product – Using the same mechanic as found in our proven Tarzan game, these titles spent months in the top 25 on Eilers



Big Wins – Combines the action of growing reels, multipliers, wilds, and Cash-on-Reels for an easy-to-follow big win experience



Big Multipliers – During the free games, Cash-on-Reel prizes may be multiplied up to 9x to drive a great play session

HOW IS THIS GAME CONFIGURED:

- 1¢, 2¢, 5¢, 10¢
- 50 Line
- Min bet: 50cr
- Max bet: 500cr



TIMBER WOLF GOLD

Available on the MarsX Upright

WHY PLAYERS WILL PREFER THIS GAME:



Big Player Following – A Close math cousin to Buffalo, the Timber Wolf brand has a huge player base appealing to core and high-limit gamers



Gold Collection – Uses a proven mechanic that allows players to simultaneously collect Gold symbols and re-spins



Maintains Play Integrity – Contains the recognized Timber Wolf free games that players expect, while adding a collection twist for increased product appeal

HOW IS THIS GAME CONFIGURED:

- 1¢, 2¢, 5¢, 10¢
- Xtra Reel Power (1,024 ways)
- Min bet: 60cr
- Max bet: 300cr / 600cr / 900cr



FU DAI LIAN LIAN - BOOST TIGER & BOOST PEACOCK

Available on the MarsX Portrait

WHY PLAYERS WILL PREFER THIS GAME:



Expanding the Fu Dai Lian Lian Franchise – Joins FDLL Panda and Dragon, which have consistently performed above 2x HA for over 10 months per Eilers



Boosted Experience – Rewards players who play and stay with more great boosted features for up to 26 different bonus combinations



Multi-bonus Metamorphic Action – Players will be engaged as they pursue three fantastic bonuses, each with their unique features, as well as the opportunity to get rewarded for their persistence

HOW IS THIS GAME CONFIGURED:

- 1¢, 2¢, 5¢, 10¢
- 50 Lines
- Min bet: 88cr
- Max bet: 1¢, 2¢ – 880cr / 5¢ – 528cr / 10¢ – 264cr



CASH SURGE - STALLION STORM & WOLF STORM

Available on the MarsX Portrait

WHY PLAYERS WILL PREFER THIS GAME:



Expanding Hold & Spin Concept – True Hold & Spin with an expanding reel matrix to 8 rows high for 512 ways to win



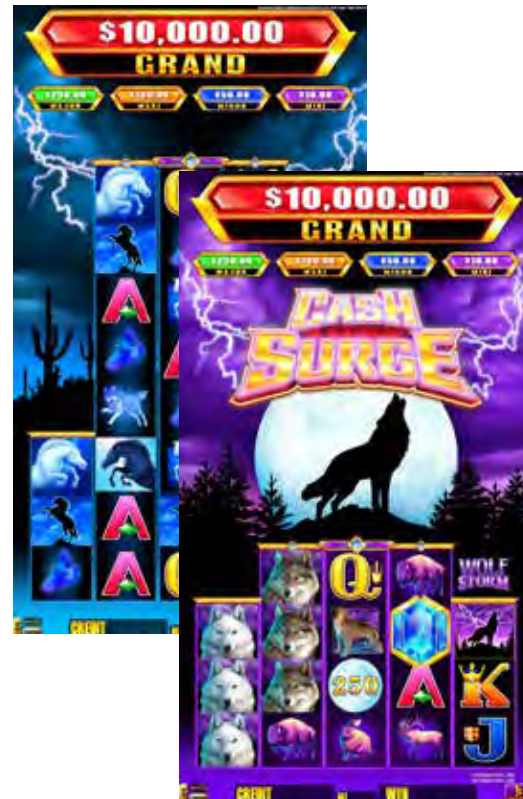
Easy Jackpot Chase – Players only need 3 Cash-on-Reel symbols on a row to win the corresponding jackpot



Core Math-themed Art – Gender neutral art with animal theme, similar to Timber Wolf, appeals to a wider audience and core gamers

HOW IS THIS GAME CONFIGURED:

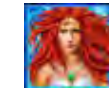
- 1¢, 2¢, 5¢
- Reel Power (3-4-4-4-3 matrix)
- Min bet: 75cr
- Max bet: 400cr



LIGHTNING LINK - MAGIC PEARL, HIGH STAKES

Available on the MarsX Upright

WHY PLAYERS WILL PREFER THIS GAME:



Industry Leading Games – The Lightning Link franchise is recognized by players worldwide and is a multi-year high house average performer



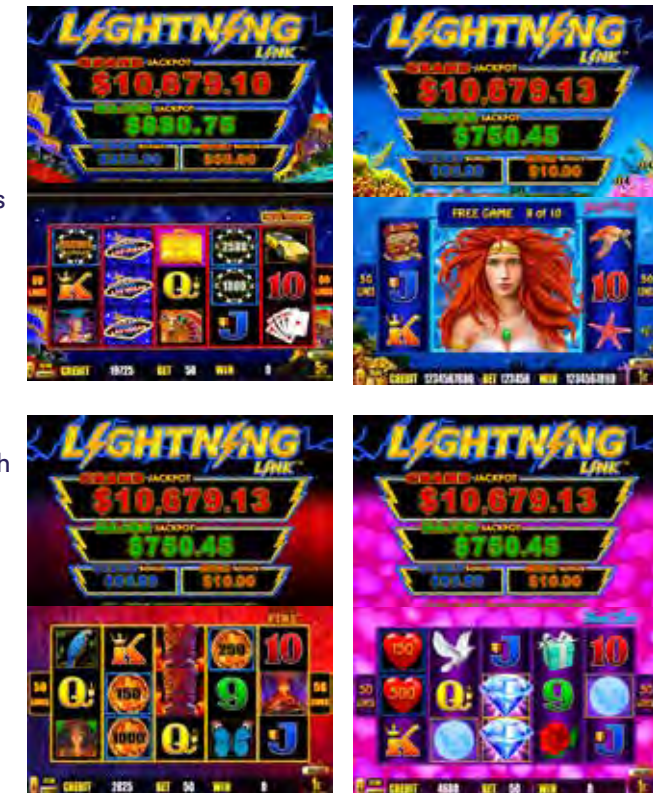
Trusted Hold & Spin – The original and accepted Hold & Spin that started the industry craze; often imitated but never duplicated



WYSIWYG Simplicity – An easy-to-understand game with a multi-denom lobby for wider wallet appeal, increased occupancy and utilization

HOW IS THIS GAME CONFIGURED:

- 1¢, 2¢, 5¢, 10¢
- 50 Line (1¢ & 2¢) 25 Line (5¢ & 10¢)
- Min bet: 1¢, 2¢ – 50cr / 5¢, 10¢ – 25cr
- Max bet: 1¢, 2¢ – 500cr / 5¢, 10¢ – 250cr



CHOY'S KINGDOM - DANCING FOO & LUNAR FESTIVAL

Available on the MarsX Upright

WHY PLAYERS WILL PREFER THIS GAME:



Premium Based – Inspired by the successful Gold Stack 88, Billions, Fa Fa Fa, and Triple Grand Fortunes series of games



More Hold & Spin Action – Single, Double, Triple and Quadruple Hold & Spin potential that maximizes player engagement



Wild Energy – Perfect game for players who like the action of wilds with surprise coin showers and nudging wild reels

HOW IS THIS GAME CONFIGURED:

- 1¢, 2¢, 5¢, 10¢, \$1
- 50 Line
- Min Bet: 1¢, 2¢ – 50cr / 5¢, 10¢ – 25cr / \$1 – 5cr
- Max bet: 1¢, 2¢ – 250cr & 500c / 5¢, 10¢ – 125cr & 250cr / \$1 – 25cr & 50cr



GOLD PILLARS 88 - TREE OF LUCK & BLOSSOMING FORTUNE

Available on the MarsX Portrait

WHY PLAYERS WILL PREFER THIS GAME:



Match 3 Jackpot Action – Players engage as the tree grows and awards a pick'em jackpot feature that is on-trend and popular with players



Anticipation on Every Spin – The chance for wild reels on every spin in the base or free games keeps players engaged



Metamorphic Excitement – Player anticipation increases as the metamorphic tree elements blossom, giving them more reasons to spin

HOW IS THIS GAME CONFIGURED:

- 1¢, 2¢, 5¢, 10¢
- Xtra Reel Power (1,024 Ways)
- Min bet: 88cr
- Max bet: 440cr / 880cr



MarsX PORTRAIT™

OUR MOST SUCCESSFUL CABINET IN PORTRAIT VIEW

The MarsX Portrait is both stylish and functional with an edgy design, reduced cabinet volume and a screen size that is just right. Its unique appearance makes it a sleek and modern addition to your floor with great sightlines.

KEY FEATURES AND DESIGN

- New MaxxResponse virtual button deck with titanium strength Gorilla Glass for true endurance and reliability.
- An in-field replaceable bash button.
- A front door that is positioned on hydraulic hinges for less strain and lift safety.
- A secondary power switch has been added to the front of the cabinet door for easy access and convenience.
- The ticket printer resides on a pop-up track.
- Patented electro-mechanical latches allow greater security with an embedded optic coupler.
- Dedicated cash drop doors make for quick service.



MarsX PORTRAIT SPECIFICATIONS

Table 1 - Physical Characteristics

Dimensions	
Height of the cabinet (w/o light tower and topper)	64.1" (1635 mm)
Height of the cabinet (w/21.5" topper and light tower)	82" (2082.8 mm)
Width (at the front with VBD)	27.2" (690.5 mm)
Width (at back)	26.8" (680 mm)
Depth (at base)	18.1" (460 mm)
Depth (at VBD)	26.9" (684 mm)
Weight	
Typical Cabinet Weight	348.3 lbs (158 kg)
Cabinet Weight with 19.5" Static Topper	368 lbs (167 kg)
Cabinet Weight with 21.5" Topper	373 lbs (169.2 kg)
Measurements may be rounded to nearest value. Weights are dependent on installed components.	

Table 2 - Supply Voltage Requirements

AC Voltage Input	
Minimum 120	120 V ac
Maximum	230 V ac
Frequency	50Hz/60Hz

The power supply is capable of accepting different AC input voltages within the specified minimum and maximum AC voltage input range.

Typical power consumption values are dependent on actual EGM configuration.

Table 3 - Power Requirements with 21.5" Topper

Input Current	120 V ac	230 V ac
EGM Typical	1.6 A	0.9 A
Input Current	120 V ac	230 V ac
EGM Typical (real power)	196 W	196W
Typical Heat Load	669 BTU/hr	669 BTU/hr

Table 4 - Auxiliary Power

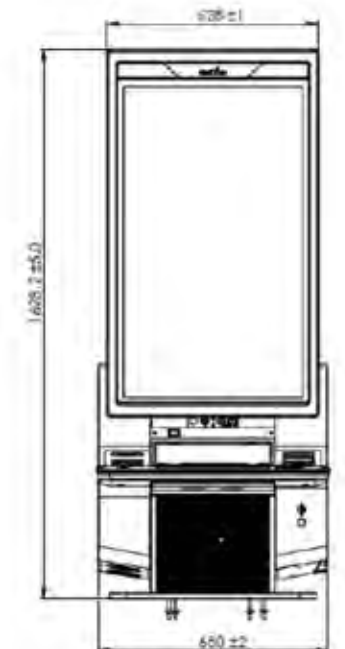
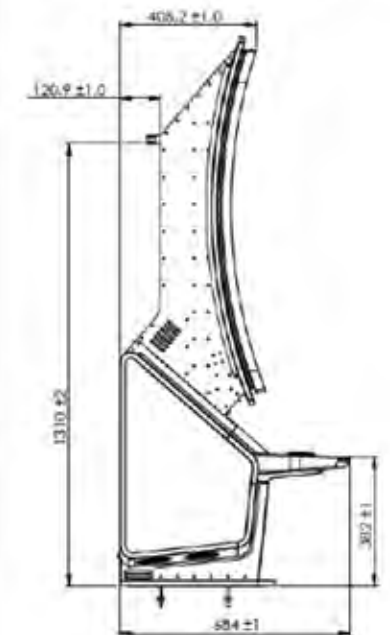
Maximum Load Current	120 V ac	230 V ac
Auxiliary Power Outlet (main switch controlled) Typical Heat Load	2A	2A

The auxiliary power outlet is intended only for use by devices that reside inside the EGM.

Table 5 - Auxiliary Power

Description	Operating	Storage
Minimum Temperature	10°C (50°F)	-20°C (-4°F)
Maximum Temperature	40°C (104°F)	60°C (140°F)
Relative Humidity	0-85% non-condensing	0-95% non-condensing

Figure 1 - EGM Dimensions - Front and Side View



To learn more about MarsX Portrait, contact your Business Development Executive.

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MARSX UPRIGHT™

XPERIENCE THE DIFFERENCE

Xperience the Innovation. Xperience the Flexibility.
Xperience the Design. Xperience the Excitement.

KEY FEATURES AND DESIGN

- The MarsX Upright utilizes (2) 27" 4K displays to involve the player in the game and provide an image quality that players expect.
- New Gen 9 internal components drive performance and allow for uninterrupted high speed game play.
- The Premium Virtual Button Deck offers a high definition and minimalistic way of wagering. Incorporated into the deck is the latest in wireless charging technology, allowing players to charge their phone by simply placing it onto the deck.
- The MarsX Upright occupies the same footprint size as the previous generation Helix line of cabinets, fitting onto a standard 18 (T) x 28 (W) x 18 (D) slot base.
- Ergonomic design provides more efficient accessibility for field service technicians, decreasing service time in the field.
- Game complimentary sync edge halo lighting lets game developers set the mood of the bank, creating an involving and memorable environment for play.
- The 4:1 speaker system optimally projects sound from around the displays, providing crisp and balanced sound.



MARSX UPRIGHT SPECIFICATIONS

Physical Characteristics

Cabinet Dimension (typical)	Metric (millimeters)	Imperial (inches)
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Height of Cabinet with Topper & Candle	1827.2	71.94
Height of Cabinet without Topper	1491.7	58.73
Width (at widest point)	679.9	26.77
Depth (at widest point)	684.5	26.95

Weight

Typical Cabinet Weight	145 kgs	329.67 lbs
19.5" Static Topper Weight	9 kgs	19.84 lbs
21.5" LCD Topper Weight	11.2 kgs	24.69 lbs

Supply Voltage Requirements

Main Input Voltage

Minimum	100V AC
Maximum	240V AC
Frequency	50 Hz / 60 Hz

Power Requirements

Mains Input Current	120V AC	230V AC
EGM Typical	1.9A	1.0A

Power Consumption at Nominal Voltage

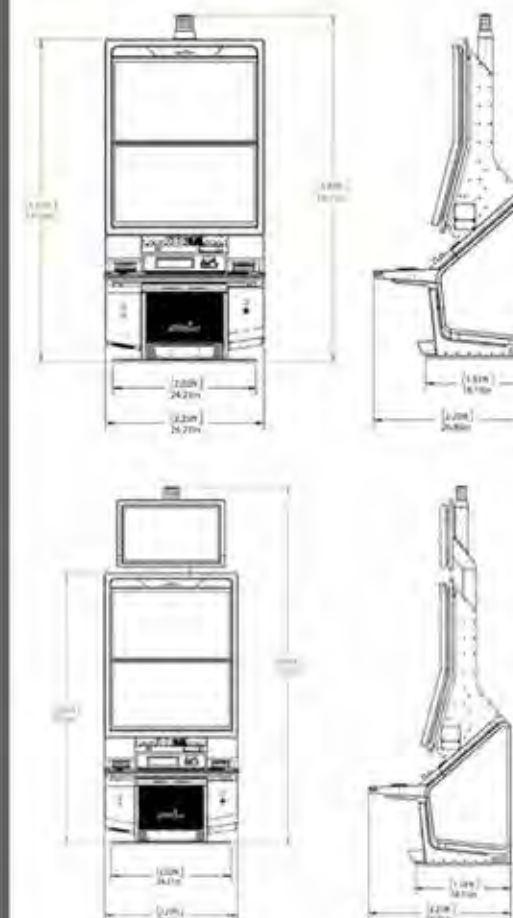
EGM Typical (Real Power)	227W	228W
Typical Heat Load	775 BTU/hr	778 BTU/hr

Maximum Load Current

Auxiliary Power Outlet (Main Switch Controlled)	1.3A	1.3A
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Environment

	Operating	Storage
Minimum Temperature	50 °F (10 °C)	-4 °F (-20 °C)
Maximum Temperature	104 °F (40 °C)	140 °F (60 °C)
Relative Humidity	Operating: 0 - 85% non-condensing Storage: 0 - 95% non-condensing	



To learn more about MarsX Upright, contact your Business Development Executive.

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ARISTOCRAT STANDARD BASE SPECIFICATIONS



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ARISTOCRAT STANDARD CHAIR SPECIFICATIONS



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