

APPENDIX A

Technical and Operational Standards, Specifications, And Regulations Governing Gaming Devices

Arizona Tribal-State Gaming Compact

TECHNICAL STANDARDS

Applicable technical standards are the following, accepting and including all recommended standards referenced therein and all amendments and updates thereto, as published by Gaming Laboratories International, Inc. ("GLI"):

Equipment	Standard
Gaming Devices	GLI-11
Progressive Gaming Devices	GLI-12
Online Monitoring Systems	GLI-13
Bonus Systems	GLI-17
Promotional Systems	GLI-18
Redemption Kiosks	GLI-20

These standards are incorporated into this Appendix and compliance with them is required, just as if they were fully set forth herein.

OPERATIONAL STANDARDS, SPECIFICATIONS AND REGULATIONS

PART I

DEFINITIONS AND CONVENTIONS

CHAPTER 1 DEFINITIONS

1. "Award" means a jackpot, a win and/or a prize.
2. "Base amount" means the amount of a progressive jackpot initially offered before increases.
3. "Bill acceptor box" means the secured compartment of a gaming device that contains currency, tickets, and/or coupons.
4. "Bonusing transaction" means an award that is not described in the pay table of a gaming device, that is based upon predetermined events or criteria established by the Gaming Facility Operator, and that results in the electronic transfer of credits to a gaming device. Bonusing transactions are made to patrons through predefined gaming devices.
5. "Control program" means software that operates a gaming device's functions.
6. "Coupon" means a printed wagering instrument that is used primarily for promotional purposes and which can be redeemed for restricted or unrestricted credits.
7. "Credit" means the unit of value that is used to play a game on a gaming device or that may be redeemed for other value.
8. "Critical files" are those files which affect a gaming device's play, operation, or outcome.
9. "Distributor" means a person who obtains a gaming device, gaming device software, host system software, or kiosk from a manufacturer or other distributor and intends to furnish it to the Tribe for a gaming purpose.
10. "Gaming device" means an electronic or electro-mechanical device that at a minimum will utilize an element of chance, skill, or strategy, or some combination of these elements in the determination of prizes, contain some form of activation to initiate the selection process, and makes use of a suitable methodology for delivery of the determined outcome.
11. "Gaming device file" means a database of every gaming device in operation, including at least the following information for each gaming device:

- (a) unique interface element/gaming device identification number;
- (b) gaming device identification number as assigned by the gaming facility;
- (c) denomination of the gaming device;
- (d) theoretical hold of the gaming device; and
- (e) control programs within the gaming device.

12. "Gaming device tournament" means an organized event that permits a patron to either purchase or be awarded the opportunity to engage in competitive play against other patrons.

13. "Host system" means the Gaming Facility Operator's MCS and, if used, an incentive system and/or validation system.

14. "Incentive system" means the components of the host system (whether hardware, software, or both and whether integral to the MCS or integrated with the MCS) that control incentive transactions. Gaming devices involved in incentive transactions are also part of the incentive system. Gaming devices not involved in incentive transactions are not part of the incentive system.

15. "Incentive transaction" means the electronic transfer of credits to or from a gaming device or kiosk in a promotional transaction or to a gaming device in a bonusing transaction. An incentive transaction is either a promotional transaction or a bonusing transaction. The following are not incentive transactions:

- (a) a patron receiving credits on a gaming device by inserting cash or coins into the gaming device;
- (b) a patron receiving credits on a gaming device by redeeming a ticket other than a coupon at the gaming device;
- (c) a patron obtaining or redeeming a ticket other than a coupon at a kiosk or cashier; and
- (d) a patron receiving credits on a gaming device by winning a prize described in the payable of a gaming device during a game cycle, including a prize awarded during a bonus round.

16. "Incremental amount" means the difference between the amount of a progressive jackpot and its base amount.

17. "Jackpot" means a win of cash or its equivalent that results in a handpay.

18. "Kiosk" means a device that interfaces with the MCS and/or the host system and may be used by, or on behalf of, a patron to perform the following tasks:

- (a) ticket/coupon/jackpot redemption;
- (b) ticket issuance; and/or
- (c) bill breaking.

19. "Laboratory" means a gaming test laboratory independent of the Tribe and the State which is licensed by the Tribal Gaming Office and certified by the State Gaming Agency.

20. "Logic area" means a separately locked area of a gaming device which houses electronic components that have the potential to influence the outcome or integrity of the device. This area contains the main processor board and other critical components. It is a sealed,

secured box or enclosure within the gaming device that houses the critical control program(s) for the device.

21. "Manufacturer" means a person who manufactures, produces or assembles a gaming device, gaming device software, host system software, or kiosk and who intends to furnish it to a distributor or the Tribe.

22. "MCS" means an online monitoring and control system (also known as a game management system) that regularly monitors each gaming device via a real time defined communication protocol.

23. "MCS critical files" means those files in the MCS that affect the collection, storage and comparison of gaming device play and operation.

24. "Modify" or "modification" means:

- (a) with respect to a gaming device, a change or alteration in an approved gaming device that affects the manner or mode of play or the percentage paid by the gaming device, including a change in or update to a control program or critical file, but not a:
 - (1) Replacement of one gaming device component with another preapproved gaming device component; or
 - (2) Rebuilding of a previously approved gaming device with preapproved gaming device components.

- (b) With respect to a host system, the terms "modify" and "modification":
 - (1) Mean installing new MCS software, incentive system software, or validation system software (e.g., converting from Bally's MCS software to Aristocrat MCS software or adding Aristocrat validation software to Aristocrat MCS software);
 - (2) Mean installing a new release of MCS software, incentive system software, or validation system software
 - (3) Mean enabling modules of the host system that were installed previously (e.g., enabling the Personal Banker® module of Aristocrat's Oasis Slot Accounting System for the first time, but not using features of the Personal Banker® module for the first time after the Personal Banker® module has been enabled).

The terms "modify" and "modification" do not mean applying service releases, service packs, or patches to host system software, except where the releases, packs, or patches require prior testing and approval by a laboratory.

25. "Multi-site progressive gaming devices" means progressive gaming devices that are interconnected to more than one gaming facility.

26. "Multi-station device" means a multi-player gaming device that incorporates more than one player station, and has only one random number generator, which is controlled by a master terminal. The master terminal shall contain the game's Central Processing Unit (CPU) and the Random Number Generator (RNG). The master terminal shall control the common game display, which is shared among the player stations.

27. "Mystery award" means a prize paid or awarded by a gaming device that is not associated with a specific payable combination.
28. "Par sheet" means a document that depicts the possible outcomes from the play of a gaming device, the probability of occurrences of each, the contribution of each winning outcome to the payback of a gaming device, theoretical hold, and other data applicable to a gaming device.
29. "Prize" means a win of merchandise or other items of value other than cash or its equivalent.
30. "Progressive controller" means hardware and software that controls communications among the devices that calculate the values of the progressive jackpots and displays the information within a progressive gaming device link and on the associated progressive meter. If applicable, progressive controllers may be internally controlled by the game's control program. A progressive controller may consist of more than one discrete component and includes but is not limited to PC-based computers, wiring, interface boards and collection nodes, etc. The progressive controller is considered to be associated equipment to a gaming device.
31. "Progressive gaming device" means a gaming device that has an increasing jackpot, based on a function of credits that are bet. This includes games that award progressive jackpots or a "pool" based on criteria other than obtaining winning symbols on the gaming device, such as a mystery award. However, this does not include games that incorporate a bonus feature as part of the game theme, which offers jackpots that increase as the game is played and, as well, is not configurable.
32. "Progressive jackpot" means a payoff that increases automatically as gaming devices are played.
33. "Promotional transaction" means an electronic transfer of credits (not described in the payable of a gaming device) to or from a gaming device or kiosk based upon predetermined events or criteria established by the Gaming Facility Operator. The term promotional transaction does not include an electronic transfer of credits resulting from a bonusing transaction or other award. A promotional transaction may be a static enticement requiring no patron or gaming device activity before redemption or may be based upon patron play.
34. "Restricted credits" refer to credits obtained in an incentive transaction that may be used only for play on a gaming device (i.e., the credits may not be redeemed for cash).
35. "Ticket" (also known as Voucher) means a printed ticket issued by a gaming device which can be redeemed for cash or used to subsequently establish credits on a device.
36. "Unrestricted credits" refer to credits obtained in an incentive transaction that are capable of being either used for play on a gaming device or redeemed for cash at the discretion of the player.
37. "Validation system" means a component or components of the host system (whether hardware, software, or both and whether integral to the MCS or integrated with the MCS) that controls the issuance, acceptance, and validation of tickets and coupons.
38. "Virtual coupon" is RESERVED.

39. "Virtual ticket" (also known as Virtual voucher) means an electronic token exchanged between a player's mobile device and the gaming device which is used for credit insertion and redemption.

CHAPTER 2 CONVENTIONS

1. Time shall be expressed in local 24-hour format.
2. The Host System and all of its modules must utilize the same 24-hour cutoff when generating reports.
3. Dates shall be expressed in local month, day, and year format.
4. Deadlines shall be calculated consistent with Compact Section 21.
5. All user access passwords shall be changed at least quarterly with the changes documented.
6. Unless the context clearly dictates otherwise, the effect of words written in the singular is the same as if they had been written in the plural and the effect of words written in the plural is the same as if they had been written in the singular.
7. The Tribal Gaming Office and the State Gaming Agency may agree to an alternate procedure for any requirement of this Appendix.
8. All slot department employees shall be licensed by the Tribal Gaming Office and certified by the State Gaming Agency in accordance with the provisions of the Compact.
9. All gaming devices, kiosks, host systems, software, hardware, and associated equipment, as applicable, shall be purchased, leased, or acquired only from manufacturers, distributors, or suppliers certified by the State Gaming Agency and licensed by the Tribal Gaming Office in accordance with the Compact.
10. The State Gaming Agency shall have access to all records of gaming device activity, pursuant to the provisions of the Compact, including, but not limited to:
 - (a) Daily activity and accounting records;
 - (b) Security reports;
 - (c) Surveillance activities and reports; and
 - (d) Investigative reports.
11. The Gaming Facility Operator shall establish minimum and maximum wagers permitted at gaming devices in the Gaming Facility, provided that the maximum wager shall not exceed \$10,000. The maximum wager limit shall apply to any single wager that a player can make based on the approved game rules.

PART II
GAMING DEVICE REQUIREMENTS

- A. **Shipping Software.** All gaming device software, kiosk software, and host system software shall be directly shipped to and controlled by the Tribal Gaming Office, unless otherwise designated by the Tribal Gaming Office.
- B. **Shipping Hardware.** All hardware that affects game play or game outcome shall be directly shipped to and controlled by the Tribal Gaming Office unless otherwise designated by the Tribal Gaming Office.
- C. **Alternate Shipping and Delivery.** The Tribal Gaming Office shall notify the State Gaming Agency of all software and/or hardware shipped or delivered to any place other than the Tribal Gaming Office.
- D. **Downloading Software.** It is permissible to download software to gaming devices and kiosks so long as done in compliance with Part II(E). This Appendix does not authorize server-based or server-supported gaming devices, although they may be authorized in an amendment to this Appendix or a separate Appendix.
- E. **Requirements for Downloading Gaming Device Software.** All information concerning downloading gaming device or kiosk software shall be forwarded to the Tribal Gaming Office which shall forward the information to the State Gaming Agency prior to the downloading process. The method of downloading gaming device or kiosk software shall be consistent with the manufacturer guidelines. All downloading of gaming device or kiosk software shall take place in the presence of Tribal Gaming Office personnel. The Tribal Gaming Office and State Gaming Agency shall approve the method of downloading software. The State Gaming Agency shall not unreasonably withhold approval.
- F. **Software Requirements for Percentage Payout.** During the expected lifetime of the game, including bonus games, each game shall theoretically pay out a minimum of 80% for games requiring no skill and 83% for games of skill. During the expected lifetime of the game, including bonus games, the video game of keno shall theoretically pay out a minimum of 75%. The required return percentage does not include contributions from any award derived externally to the gaming device (i.e., progressive, promotional systems, bonus systems, merchandise, etc.).
- G. **Par Sheet.** A copy of the manufacturer's par sheet for the current configuration shall be maintained inside each gaming device or at a location mutually agreed upon by the Tribal Gaming Office and the State Gaming Agency. The par sheet provided by the manufacturer shall list all the possible pay combinations (including bonus wheel stops), and accurately reflect the current configurations and symbols for the gaming device in play. The theoretical hold percentage for each gaming device recorded in the MCS gaming device file shall be the same as that configured at the gaming device (allowing for rounding, as applicable), and shall be within the performance standards on the manufacturer's par sheet, except as provided in the minimum internal control standards to the Compact.

H. Prizes in Lieu of Jackpots.

1. The return to the patron over the complete game cycle shall conform to the theoretical pay-out percentage. No prize shall be included in determining whether a gaming device meets the established minimum payout requirement unless the patron is given an option to claim a jackpot. In that case, the jackpot will be used to compute the payout percentage.
2. The value of a prize and how the Gaming Facility Operator determined the value shall be clearly displayed in close proximity to all gaming devices that offer prizes.
3. Gaming devices which are linked to offer the same prize shall have the same probability of hitting the combination that will award that prize (adjusted for denomination of play and number of coins bet).

I. Game Rules. The rules of the game shall not be written in a manner that confuses a reasonable patron. The payglass artwork shall display sufficient information to the patron to indicate all available options and instructions. The game shall always follow the predefined set of rules. Each gaming device that offers a jackpot paid over time shall display notice of the following to all patrons:

1. That the displayed jackpot will be paid over time and not in one lump sum; and
2. The period of time over which the payments will be made.

J. Pay Tables and Reel Strip Test. For gaming devices with mechanical reels it shall be possible to test and verify gaming device pay tables and reel strips at the gaming facility during the initial gaming device certification and during any periodic inspection by the Tribal Gaming Office or State Gaming Agency such field testing shall not be required for video based gaming device. Testing and verification of gaming device pay tables for video based gaming devices shall be conducted by the independent testing laboratory as part of the certification process.

K. Bonus Wheel Testing. For gaming devices with associated physical wheels, or similar, that are utilized during the game cycle, the gaming device shall provide a means for the Tribal Gaming Office and the State Gaming Agency to verify the wheel stops at the gaming facility during the initial gaming device inspection and during any periodic testing by the Tribal Gaming Office or State Gaming Agency.

L. Logic Area.

1. Each logic area shall be locked and keyed differently than any other gaming device compartment.
2. The keys to the logic door and logic area shall be controlled and maintained by the Tribal Gaming Office. With respect to multi-site progressive gaming devices, the door to the logic area shall have two locks which are keyed differently, and the Tribal Gaming Office shall control and maintain the keys to at least one of the locks.

M. Currency Compartment.

1. Access to the currency storage area shall be through two levels of locks: one on the relevant outer door plus one other door or lock, before the bill acceptor box can be removed.
2. Access to the currency storage area shall be secured and fitted with separate sensors that indicate that a door has opened or closed and that a bill acceptor box has been removed, provided power is supplied to the gaming device.

N. Gaming Device Access Logs.

1. A gaming device entry access log shall be completed for each gaming device. Written access logs shall be stored inside each gaming device and shall be completed by the person opening the gaming device.
2. Upon agreement of the Tribal Gaming Office and the State Gaming Agency, an access log may be in written or electronic form. Regardless of whether it is in written or electronic form, the log shall contain the following:
 - (a) the date of access;
 - (b) the time of access;
 - (c) the name or employee identification number of the person accessing the gaming device;
 - (d) the reason for access;
 - (e) the signature or initials of the person accessing the gaming device; and
 - (e) where the access log is in electronic form, each person accessing the gaming device must have an assigned, unique access card or PIN and must use that card or PIN when accessing the gaming device.
3. No entry in the access log is required when removing the bill acceptor box from a gaming device during normal drop procedures.

O. Unrecoverable Critical Memory. An unrecoverable corruption of RAM shall result in a RAM error. Clearing the unrecoverable RAM error shall require a full RAM clear performed by a representative of the Gaming Facility Operator and require the presence of a Tribal Gaming Office representative. Electro-mechanical and electronic meter readings shall be recorded prior to clearing RAM on each gaming device. Documentation shall be forwarded to the Tribal Gaming Office and the accounting department.

P. Lost communication. A gaming device shall be turned off no later than twenty-four (24) hours after communication between the gaming device and the MCS has been lost unless otherwise agreed to in writing between the Tribal Gaming Office and the State Gaming Agency. The gaming device may only be turned back on when communication to the MCS has been restored and verified. All verification results shall be forwarded to the Tribal Gaming Office and the State Gaming Agency.

PART III
MULTI-STATION DEVICES

A. Number of Multi-Station Devices. A multi-station device shall constitute a single gaming device for purposes of determining the number of gaming devices at a gaming facility provided that the total number of multi-station devices in a gaming facility does not exceed 2.5% of the gaming devices permitted in that gaming facility and the total number of multi-station device player stations in a gaming facility does not exceed twelve (12) times the number of multi-station devices allowed in that gaming facility – otherwise the individual player stations will each be deemed to be a gaming device. A multi-station device can share player stations with other multi-station devices.

B. Player Stations. Each player station through which players play simultaneously with other players at other player stations of a multi-station device shall not:

1. Have a means to individually determine game outcomes;
2. Be disconnected from the central processing unit of the multi-station device that determines the game outcomes for all player stations without rendering that player station inoperable; and
3. Separately contain a random number generator or other means to individually determine the game outcome.

C. Visual Appearance. The player stations may not have the visual appearance of a traditional slot machine. Solely for purposes of this standard, a player station has the visual appearance of a traditional slot machine if it includes, as an element of the display of game play, a display of spinning reels or a visual representation of reels, or a display of winning symbol combinations upon pay lines or other similar indicators.

D. Multi-Station Device Wager Limitations. The wagering limitations, pursuant to the provisions of the Compact, shall apply separately to each player station. With respect to a multi-station device that depicts the play of craps, the wagering limitation shall be applied to permit a player to place up to the maximum wager on any combination of betting opportunities offered before each roll of the dice with the opportunity to continue to place up to the maximum wager before each subsequent roll of the dice, whether or not the player wins or loses, until the player decides to discontinue play or the game cycle is ended. Players will be permitted to build up their wagers on subsequent rolls of the dice similar to the way that live game of craps is played. With respect to a multi-station device that depicts the play of blackjack, double-down, splitting and insurance bets during game play are considered to be an integral part of the actual game and are considered to be multiple wagers. With respect to a multi-station device that depicts the play of roulette, the wagering limitation shall be applied to permit a player to place up to the maximum wager on any combination of betting opportunities offered within the play of a single game cycle.

E. Dealer Controlled Electronic Table Games.

1. If there is a game, device, or equipment that would otherwise qualify as a multi-station device, but which adds the ability for players to wager on live, on-going dealer controlled games in a DCETG, it shall still be treated as a multi-station device.

2. If there is a game, device, or equipment that incorporates elements of a Dealer Controlled Electronic Table Game but adds the ability for players to wager on games at player stations each utilizing a random number generator, and which does not otherwise qualify as a multi-station device, then each player station shall be treated as a gaming device.
3. In addition to the requirements of this Appendix, the Minimum Internal Control Standards in Part VIII of the DCETG Appendix shall apply to DCETG multi-station devices and/or gaming devices.

PART IV **GAMING DEVICE TOURNAMENTS**

A. Gaming Device Tournaments. The Gaming Facility Operator may conduct gaming device tournaments. At such tournaments only gaming devices approved by the Tribal Gaming Office and State Gaming Agency may be utilized. Each gaming device utilized in a gaming device tournament shall meet the applicable technical standards of the Compact.

B. Gaming Device Tournament Software. If tournament mode is an option on a gaming device, it shall be enabled by a TGO approved and controlled method. All gaming device tournament software shall meet the regulatory requirements of this Appendix.

C. Number of Gaming Devices During Gaming Device Tournaments. The number of gaming devices used specifically for gaming device tournaments will be counted toward the amount of devices per facility as provided for in the Compact. If the facility is at the maximum number of authorized gaming devices, the same amount of gaming devices that are to be used in the gaming device tournament will be turned off on the gaming floor until such time that the tournament is completed. The correct number of gaming devices will be verified by the Tribal Gaming Office to ensure compliance with the Compact.

D. Credits. Gaming devices enabled for gaming device tournament play shall not accept credits from any source, nor pay out credits in any way, but shall utilize credit points only. Gaming device tournament credits shall have no cash value.

E. Tournament Software Logic Area.

1. Each gaming device tournament software logic area shall be locked and keyed differently than any other gaming device compartment.
2. The keys to the gaming device tournament software logic door and logic area shall be controlled and maintained by the Tribal Gaming Office.

F. Gaming Device Tournament Notice.

1. The Gaming Facility Operator shall submit for approval to the Tribal Gaming Office a list of gaming devices to be used in the tournament as well as the operational standards, rules, and procedures to govern the conduct and play of any gaming device tournament. The Tribal Gaming Office shall review and

issue a written approval or disapproval of the operational standards, rules and procedures prior to the beginning of tournament play.

2. Copies of the list of gaming devices to be utilized, tournament standards, rules, and procedures shall be provided to the State Gaming Agency prior to tournament play for review and approval. Within seven (7) days of receipt, the State Gaming Agency shall submit to the Tribal Gaming Office written comments and objections to the proposed standards, rules and procedures. If the State Gaming Agency does not object within seven (7) days, then the standards, rules and procedures are deemed approved. If the State Gaming Agency does object, the Tribal Gaming Office and the State Gaming Agency shall meet and confer within fourteen (14) days in a good faith effort to resolve the objections. Unresolved objections to any proposed standards, rules and procedures shall be resolved expeditiously pursuant to the provisions of the Compact prior to implementation.
3. The operational standards, rules and procedures for the conduct of tournament play shall be:
 - (a) Available to all tournament players prior to the beginning of the tournament.
 - (b) Posted in a conspicuous location.
4. The operational standards, rules and procedures shall include but are not limited to:
 - (a) Qualification or selection criteria which limit the eligibility of tournament patrons.
 - (b) Regulations of the tournament (i.e., beginning and ending times, number of rounds, lapse of rounds, entry fee, elimination factors, cash handling procedures, etc.)
 - (c) Procedures for handling gaming device malfunctions during play.
 - (d) Procedures for handling a tie at the conclusion of tournament play.
 - (e) Prizes to be awarded and a description of each prize.
 - (f) Procedures for the use of stand-by tournament gaming devices in the event of a machine malfunction.
 - (g) A requirement that any patron dispute involving the Gaming Facility Operator's refusal to pay alleged winnings shall be subject to the provisions of the Compact.

G. Entry Fee and Player Buy-In. Gaming device tournament entry fees and buy-ins shall be documented on a tournament entry fee and buy-in log. The following information, at a minimum, shall be recorded on the log at the time the entry fee or buy-in is conducted: name of patron and amount of the entry fee or buy-in.

H. Return to Use. The Tribal Gaming Office shall inspect and approve all modified or converted gaming devices used in slot tournament play for compliance with the standards set forth in this Appendix and the Compact prior to being returned to use for normal non-tournament play.

I. **Surveillance.** Surveillance coverage of tournament activity shall include unobstructed views of all tournament gaming devices and participants during tournament play.

PART V **VALIDATION SYSTEMS**

A. **Ticket Validation and Retention.** A system shall be used to validate the ticket, and the MCS shall retain ticket information at least as long as the ticket is valid at that gaming facility.

B. **Payment By Ticket Printers.** Each gaming device that has a printer used to make payments may pay the patron by issuing a printed ticket. If the taxation threshold is reached on any single play when using a ticket printer, then the ticket shall not be able to be redeemed at any place other than through human interaction (not on another machine or at a self-service kiosk).

C. **Voiding Procedures.** The Gaming Facility Operator shall have and follow procedures to track and void tickets that are not generated by customer play (i.e., test tickets).

D. **Reporting Requirements.** At a minimum, the validation system and/or MCS shall generate the following detailed reports, or their equivalent, at the end of each gaming day:

1. Tickets issued report;
2. Tickets redeemed report;
3. Tickets outstanding (liability) report;
4. Tickets dropped report;
5. Jackpot tickets issued report;
6. Transaction detail report showing all tickets generated by a gaming device and all tickets redeemed by a ticket validation terminal or a gaming device;
7. Cashier report detailing the sum of tickets paid by a cashier or validation unit;
8. Tickets expired report;
9. Tickets voided report;
10. Ticket exception report; and
11. Ticket drop variance report.

E. **Reconciliation.** The Gaming Facility Operator shall reconcile the reports referenced above within five (5) business days after each gaming day.

PART VI **PROGRESSIVES**

A. **Base Amount.**

1. The base amount of each progressive jackpot offered at the gaming facility shall be documented and maintained by the Tribal Gaming Office and the accounting department.
2. Whenever a progressive jackpot is offered as part of a gaming device payout, the base amount shall be included in the theoretical payout percentage for purposes of determining whether the minimum percentage requirements are met. The

laboratory shall provide the base amount in the certification letter as the lowest configuration.

B. Setting the Jackpot Amounts. The method by which system jackpot parameter values are modified or entered shall be secure and monitored by the Tribal Gaming Office.

C. Progressive Display. A meter that shows the amount of the progressive jackpot shall be conspicuously displayed at or near the gaming device to which the jackpot applies.

D. Progressive Jackpot Limits. If the Gaming Facility Operator has established a progressive jackpot limit, a notice shall be posted at or near the gaming device or gaming devices to which the limit applies.

E. Changes to the Jackpot Amount. The Gaming Facility Operator shall not reduce the amount displayed on a progressive jackpot meter or otherwise reduce or eliminate a progressive jackpot unless:

1. A patron wins the progressive jackpot;
2. The gaming facility adjusts the progressive jackpot meter to correct a malfunction and the gaming facility documents the adjustment and the reasons for it; or
3. Upon presentation of circumstances to the State Gaming Agency, and by mutual agreement with the Tribal Gaming Office, the gaming facility may reduce, eliminate, transfer, distribute, or follow a procedure not otherwise described in this subsection provided that the Tribal Gaming Office has approved procedures specific to the transfer of progressive amounts in excess of the base amount to other gaming devices.

F. Transfers. Progressive controllers may transfer a progressive jackpot and/or prize to another controller or other approved progressive system component only through the use of a secure means.

G. Progressive Area.

1. The progressive controller compartment shall be locked and keyed differently than any other gaming device compartment.
2. The keys to the progressive controller compartment shall be controlled and maintained by the Tribal Gaming Office.
3. Each gaming device with an associated progressive controller shall communicate to the MCS the number of times the progressive controller compartment has been opened. The progressive controller compartment door metering shall not be shared with any other meter on a gaming device.
4. A progressive controller access log shall be maintained for each progressive controller. Upon agreement of the Tribal Gaming Office and the State Gaming Agency, the progressive controller access log may be in written or electronic form. Regardless of whether it is in written or electronic form, the log shall be maintained pursuant to Compact Section 7(c) and shall contain the following:
 - (a) the date of access;

- (b) the time of access;
- (c) the name or employee identification number of the person accessing the progressive controller;
- (d) the reason for access;
- (e) the signature or initials of the person accessing the controller, if a written access log is maintained; and
- (f) Where the progressive controller access log is in electronic form, each person accessing the progressive controller must have an assigned, unique access card and must use that card when accessing the progressive controller.

PART VII **HOST SYSTEM**

- A. **Verification of System Software.** The Gaming Facility Operator when requested shall provide to the Tribal Gaming Office and/or the State Gaming Agency the Program ID and Version of host system software components/modules and the size of any host system software component/module files identified by the Tribal Gaming Office or State Gaming Agency. System software components/modules shall be verifiable by a secure means at the system level. The system shall have the ability to allow for an independent integrity check of the components/modules from an outside source and is required for all control programs that may affect the integrity of the system. This can be accomplished by being authenticated by a third-party device, which may be embedded within the system software or having an interface port for a third-party device to authenticate the media. The integrity check shall provide a means for field verification of the system components/modules to identify and validate the programs/files. The integrity check methodology must be approved by the independent test laboratory.
- B. **Configuration Access Requirements.** The interface element setup/configuration menu shall only be available via a secure access method as authorized by the Tribal Gaming Office.
- C. **Database Access.** The Gaming Facility Operator shall maintain secure access control to the host system databases at all times.

PART VIII **INCENTIVE SYSTEM REQUIREMENTS**

- A. **Incentive System.** If the Gaming Facility Operator operates an incentive system, the incentive system shall comply with the requirements of this Appendix.
- B. **Submission of Rules.**
1. Appendix G will not apply to incentive transactions; however, the Gaming Facility Operator must submit the rules for the incentive transactions it conducts to the Tribal Gaming Office prior to conducting those transactions. The Tribal Gaming Office shall promptly provide copies of the rules for incentive system transactions to the State Gaming Agency.

2. The rules shall contain a general description of the incentive transactions, including their frequency, the range of credits which will be electronically transferred, whether the involved credits will be restricted or unrestricted, under what circumstances credits are issued and transferred (e.g., through an Nth coin, prize multiplier, coupon or otherwise, when a prize will be awarded, and which patrons will be awarded a prize), and patron eligibility requirements.
3. The Tribal Gaming Office need not provide the State Gaming Agency prior notice of changes to incentive transaction parameters, such as the date or time for an incentive transaction or the amount of credits to be transferred.

C. Modification of Parameters.

1. The Gaming Facility Operator shall submit to the Tribal Gaming Office the parameters for the configuration of incentive transactions as well as any changes to those parameters prior to implementing those parameters or changes. This information shall be available to the State Gaming Agency upon request.
2. It shall not be possible to change a gaming device configuration setting relating to the incentive system that causes an obstruction to the electronic accounting meters without a RAM clear. Any such changes shall be performed via a secure method that is approved and controlled by the Tribal Gaming Office. Electro-mechanical and electronic meter readings shall be manually recorded prior to clearing RAM on each gaming device. Documentation shall be forwarded to the Tribal Gaming Office and the accounting department.

D. Posting. The Gaming Facility Operator shall conspicuously post in the gaming device and/or players club area of the Gaming Facility a notice of the availability of the rules for all incentive transactions. The Gaming Facility Operator shall make those rules available to all patrons upon request.

E. Participating Gaming Devices. The Gaming Facility Operator shall provide a means for patrons to identify those gaming devices that participate in incentive transactions, with the means being approved by the Tribal Gaming Office, with notice to the State Gaming Agency.

F. Tribal Contribution Reports and Computation.

1. A host system shall distinguish incentive transactions from all other transactions in the reports it produces that provide an audit trail for Class III Net Win reported to the State Gaming Agency, except as provided below. Credits transferred to a gaming device as part of an incentive transaction may be restricted or unrestricted credits.
2. Restricted credits transferred to a gaming device as part of an incentive transaction, including through the use of coupons, shall not be fully or partially cashed out at a gaming device. The credits shall be used for play on a gaming device or be electronically transferred to a player's promotional account. However, credits transferred to a player's promotional account shall remain restricted and shall only be used for play on a gaming device. Restricted credits transferred to a gaming device as part of an incentive transaction shall be treated as Free Play Instrumentalities for purposes of Appendix I and shall not be

included in the calculation of Class III Net Win. Jackpots or credits, which are described in the payable of the gaming device, won through the use of restricted credits are included in the calculation of Class III Net Win.

3. Unrestricted credits transferred to a gaming device as part of an incentive transaction, including through the use of coupons, which can be fully or partially cashed out at a gaming device shall be included in the calculation of Class III Net Win if the host system reports cannot distinguish the cashing out of these credits from other credits on the gaming device. If the host system reports can clearly distinguish the cashing out of these credits from all other credits cashed out on the gaming device then these credits shall not be included in the calculation of Class III Net Win. Jackpots or credits, which are described in the payable of the gaming device, won through the use of unrestricted credits are included in the calculation of Class III Net Win.

G. Access to the Incentive System. The incentive system shall provide for the following controls for access to the system:

1. Generate daily monitoring logs of user access, security incidents and unusual transactions, and immediately alert the Gaming Facility Operator of critical security incidents and unusual transactions. The Gaming Facility Operator shall then immediately alert the Tribal Gaming Office of the critical security incidents and unusual transactions.
2. Assignment of rights and privileges to each user, including:
 - (a) Allowance for the secure administration of user accounts to provide an adequate separation of duties; and
 - (b) Contain adequate password parameters such as lockout, minimum length, and expiration interval;
3. Use appropriate access permissions to restrict unauthorized users from viewing, changing or deleting critical files and directories; and
4. Utilize encryption or password protection or equivalent security for files and directories containing critical or sensitive data. If encryption is not used, the Gaming Facility Operator shall restrict users from viewing the contents of such files and directories, which at a minimum shall provide for the following:
 - (a) The effective segregation of duties and responsibilities with regard to the incentive system; and
 - (b) The automatic monitoring and recording by the incentive system of access by any person to such files and directories.

H. Incentive System Operation. The incentive system shall provide for the following controls for system operations:

1. Validate the identity of those components of an incentive system from which a transmission is received;

2. Ensure that all data sent through a transmission is completely and accurately received; and
3. Detect the presence of corrupt or lost data packets and, as necessary, rejects the transmission.

I. Integrity of Data.

1. If coupons are used, they each shall have a unique validation number. The number may be assigned by a unique algorithm or by another method tested and approved by a laboratory, which method shall prevent the ability to predict the composition of any other validation number generated by the host system.
2. The host system shall validate the data type and format of all inputs for critical fields and reject any corrupt data.
3. The host system shall automatically and independently record critical data upon the completion of each incentive transaction.

J. Database and Validation Component Security. Once validation information is stored in the database, the data shall not be altered in any way. The validation system database shall be encrypted or password-protected to prevent unauthorized access and shall provide a non-alterable user audit trail. The normal operation of any device that holds incentive transaction information shall not have any options or method that can compromise incentive transaction information. Any device that holds incentive transaction information in its memory shall not allow removal of the information unless it has first transferred that information to the database or other secured component(s) of the validation system.

K. Incentive System Standards. The Tribal Gaming Office, or the Gaming Facility Operator, as approved by the Tribal Gaming Office, shall establish internal control standards, procedures, and/or rules deemed appropriate to ensure the integrity, accountability and security of the incentive system, incentive transactions and patron account information.

L. Incentive System Failure. If the incentive system temporarily ceases to function and validation information cannot be sent to the validation system, an alternate method of payment must be provided either by the validation system possessing unique features (validity checking of coupons or similar items through a redundant system) to identify duplicate coupons or similar items and prevent fraud, or use of an alternative method approved by the Tribal Gaming Office.

M. Printing, Validating, Processing, and Voiding of Coupons.

1. The Gaming Facility Operator shall set forth in its internal controls the procedures to be used to print or create coupons or any similar items which are used as part of a promotional transaction, including security and control over inventory, issuance, redemption and destruction.
2. Coupons used in promotional transactions shall contain at least the following printed information:
 - (a) the gaming facility(ies) or site(s) at which the coupon is valid;
 - (b) coupon sequence number;

- (c) coupon validation number;
 - (d) bar code or any machine readable code representing the coupon validation number;
 - (e) type of transaction or other method for differentiating coupon types including whether the coupon is restricted and any restrictions on the redemption of the coupon;
 - (f) indication of an expiration period; and
 - (g) the coupon validation number printed a second time on the leading edge of the coupon.
3. Cashier/change booths and kiosks may issue coupons if supported by the validation system. All issued coupons shall be tracked and verified by a validation system.
 4. When a patron seeks to obtain credits on a gaming device by inserting a coupon, no credits may be issued to the gaming device until coupon validation has occurred. A patron may also redeem an unrestricted coupon at a cashier/change booth, kiosk or other approved validation terminal.
 5. The validation system or MCS shall have the ability to identify and notify the cashier of the following occurrences:
 - (a) a coupon validation number or coupon sequence number cannot be found on file;
 - (b) a coupon has already been paid;
 - (c) the amount of a coupon differs from the amount on file; or
 - (d) any other error condition.
 6. The Gaming Facility Operator shall establish procedures in its internal controls for situations where a coupon or similar item for which validation information cannot be accessed from the incentive system or for which no validation information exists is presented for payment. Procedures shall include:
 - (a) Manual override or redemption procedures for valid transactions;
 - (b) Procedures for the physical cancellation, segregation and security of coupons or similar items, for valid transactions;
 - (c) Provisions for the electronic verification and cancellation of coupons or similar devices when the incentive system is restored following manual override procedures; and
 - (d) Preparation of a report for each cashier's shift of the total number and value of all such coupons or similar items redeemed.
 7. The Gaming Facility Operator shall have and follow procedures to track and void coupons.

N. Forwarded to Accounting. All coupons or similar items redeemed through the bill/ticket acceptor devices on participating gaming devices shall be forwarded to the accounting department upon conclusion of the count process. All coupons or similar items redeemed at locations other than gaming devices shall be forwarded to the accounting department on a daily basis.

O. **Coupon Retention.** All coupons or similar items forwarded to the accounting department shall be retained by the Gaming Facility Operator in compliance with the provisions of the Compact. Any agreement the Tribe and the State have reached for the retention of tickets and/or vouchers under the Compact shall also apply to the retention of coupons.

P. **Reporting Requirements.** At a minimum, the host system shall generate the following detailed reports, or their equivalent, at the end of each gaming day:

1. Coupons issued report and promotional transactions (other than those involving coupons) issued report;
2. Coupons redeemed report and promotional transactions (other than those involving coupons) redeemed report;
3. Coupons outstanding (liability) report and promotional transactions (other than those involving coupons) outstanding (liability) report;
4. Coupons dropped report and promotional transactions (other than those involving coupons) dropped report;
5. Cashier report detailing the sum of coupons paid by the cashier or validation unit and cashier report detailing the sum of promotional transactions (other than those involving coupons) paid by the cashier or validation unit;
6. Transaction detail report detailing the sum of coupons redeemed at each validation terminal or gaming device and transaction detail report detailing the sum of promotional transactions (other than those involving coupons) redeemed at each validation terminal or gaming device;
7. Coupons expired report and promotional transactions (other than those involving coupons) expired report;
8. Coupons voided report and promotional transactions (other than those involving coupons) voided report;
9. Coupons exception report and promotional transactions (other than those involving coupons) exception report;
10. Coupons drop variance report and promotional transactions (other than those involving coupons) drop variance report;
11. Bonusing transactions issued report;
12. Gaming device paid bonus payouts and attendant paid bonus payouts; and
13. Bonusing transaction exceptions.

Q. **Reconciliation.** The Gaming Facility Operator shall reconcile the above reports at the end of each gaming day with all validated/redeemed coupons or similar items. With respect to coupons not issued by a gaming device, the coupons issued report and the coupons

outstanding (liability) report referenced in subsections (a) and (c) above shall include only redeemed coupons.

R. Notification to Tribal Gaming Office. The Gaming Facility Operator shall make immediate notification to the Tribal Gaming Office of any:

1. Evidence that a coupon has been counterfeited or tampered with in any way that would affect the integrity of the coupon;
2. Evidence that approved rules and parameters for incentive transactions are not being followed; or
3. Evidence of fraud with respect to an incentive transaction.

PART IX **KIOSKS**

A. Kiosks. Kiosks shall be regulated pursuant to these specific requirements even if they include marketing and ATM features; however, while those marketing or ATM features may be subject to regulation under other provisions of the Compact or its appendices, those features shall not be regulated by the provisions of this Appendix. Likewise, a device that may be used by a patron that performs only marketing or ATM functions and does not perform ticket/coupon redemption, ticket issuance or bill breaking shall not be subject to regulation under this Appendix.

B. Cabinet Wiring. Each gaming device, kiosk, or host system shall be designed and installed so that power, security, and data cables are not accessible to the general public.

PART X **LABORATORY CERTIFICATION, MANUFACTURER REQUIREMENTS, NON-COMPLIANCE, AND REMEDIES**

A. Tribal Gaming Office Approval of Receipt.

1. The Gaming Facility Operator shall obtain approval from the Tribal Gaming Office before receiving any gaming device, gaming device software, kiosk, kiosk software, or host system software. Approval shall not be given until a laboratory has determined that a production sample of the gaming device, gaming device software, kiosk, kiosk software and/or host system software complies with all applicable technical standards in the Compact and this Appendix.
2. The Gaming Facility Operator shall obtain approval from the Tribal Gaming Office before receiving any host system software including any service releases, service packs, or patches. Approval shall not be given until a laboratory determines that the host system software, or any service release, service pack, or patch, complies with all applicable technical standards in the Compact and this Appendix.

B. Laboratory Certification. The Tribal Gaming Office and the State Gaming Agency shall have secure access to the laboratory certification report that contains findings, conclusions and an opinion whether a gaming device, gaming device software, kiosk, kiosk software, host system software, or any service release, service pack, or patch, complies with all applicable technical standards in the Compact and this Appendix. Neither the State nor the Tribe shall be required to pay the cost of laboratory testing, and the manufacturer and/or distributor shall provide the laboratory all information necessary for the laboratory to render its opinion, including the full manufacturer's engineering change order documentation. The State Gaming Agency reserves the right to require additional testing and to invoke the provisions of this Appendix if any gaming device, kiosk, and/or host system software is determined to be non-complying with the applicable technical standards in the Compact and this Appendix.

C. Modifications.

1. The Gaming Facility Operator shall not modify any previously certified gaming device, gaming device software, kiosk, kiosk software, or host system software until a laboratory has certified that the modification complies with all applicable technical standards in the Compact and this Appendix.
2. The Gaming Facility Operator shall not modify previously certified host system software, nor install any service release, service pack, or patch that affects MCS critical files, until a laboratory has certified that the modification, or service release, service pack, or patch, complies with all applicable technical standards in the Compact and this Appendix.

D. Manufacturer's Notifications. A manufacturer or distributor shall provide the State Gaming Agency twenty-four (24) hour advanced notice of any shipment or delivery for any gaming facility in the State of a gaming device, gaming device software, kiosk, kiosk software, or host system software (Tribal Gaming Office notification requirements may differ). The State Gaming Agency may sanction a vendor or deny or revoke vendor certification if a manufacturer or distributor:

1. Fails to provide the State Gaming Agency twenty-four (24) hour advanced notice of any shipment for any gaming facility in the State of a gaming device, gaming device software, kiosk, kiosk software, or host system software (Tribal Gaming Office notification requirements may differ);
2. Sells, or provides for play or any other gaming purpose, gaming devices, gaming device software, kiosk, kiosk software or host system software to a Gaming Facility Operator:
 - (a) prior to laboratory certification; or
 - (b) that it knows, or reasonably should know, will malfunction in any manner that affects game play, the accuracy of meters, or the accuracy of host system reports; or
3. Fails to immediately notify the State Gaming Agency in writing of the discovery of any probable malfunction that affects game play, the accuracy of meters, gaming device software, host system software, the accuracy of host system reports, kiosk functionality, or kiosk software.

E. Non-Complying Gaming Devices and Kiosks. The following are declared to be non-complying gaming devices or kiosks unless remedied pursuant to Part X(F)(1):

1. All gaming devices or kiosks operated in violation of the Compact or its appendices;
2. All gaming devices or kiosks to which the State Gaming Agency has been denied access for inspection purposes;
3. All gaming devices or kiosks in operation that do not report to the host system as required by this Appendix;
4. All gaming devices or kiosks shown by history or operation or notice from a laboratory or manufacturer to be susceptible to cheating;
5. A gaming device or kiosk that remains in operation without a software upgrade or replacement for a period of more than ninety (90) days after the manufacturer has notified the Tribe of a problem with the gaming device's or kiosk's software, where the problem is such that the software does not comply with this Appendix; or
6. A gaming device or kiosk that remains in operation without a software upgrade or replacement, after notice to the Tribe, for a period longer than recommended by a laboratory after the laboratory has revoked its certification of the gaming device's or kiosk's software.

F. Remedies for Non-Complying Gaming Devices and Kiosks.

1. If the State Gaming Agency contends that any gaming device or kiosk fails to comply with the applicable technical standards in the Compact or this Appendix, the State Gaming Agency shall provide written notice to the Tribal Gaming Office setting forth the basis for its contention. If the Tribal Gaming Office agrees with the allegation of non-compliance, then, within twenty-four (24) hours after receiving such a written notice, the Tribal Gaming Office shall require the Gaming Facility Operator to remove the gaming device from play or the kiosk from use and to take appropriate action to ensure that the manufacturer, distributor or other responsible person cures the problem.
2. If the Tribal Gaming Office disagrees with the allegation of non-compliance, then, within twenty-four (24) hours after receiving such a written notice, the Tribal Gaming Office shall require the Gaming Facility Operator to remove the contested gaming device(s) from play or kiosk(s) from use and shall arrange for the prompt inspection of the gaming device(s) or kiosk(s) (or a single example thereof) by a laboratory.
3. If the laboratory finds that the gaming device(s) or kiosk(s) do not comply with the applicable technical standards in the Compact or this Appendix, the non-compliant gaming device(s) shall not be returned to play, and the non-compliant kiosk(s) shall not be returned to use, until they have been modified to comply with the applicable technical standards in the Compact and this Appendix.

4. If the laboratory finds that the gaming device(s) or kiosk(s) comply with the applicable technical standards in the Compact and this Appendix, the Tribal Gaming Office and State Gaming Agency will conduct any inspections and testing they deem necessary and confer regarding the gaming device(s) or kiosk(s) within forty-eight (48) hours of receiving the laboratory's findings or as otherwise agreed upon by the Tribal Gaming Office and State Gaming Agency. Gaming devices removed from play under this section may be returned to play, and kiosks removed from use under this section may be returned to use, once the Tribal Gaming Office and the State Gaming Agency agree that they meet the applicable technical standards in the Compact and this Appendix.
5. If a gaming device or kiosk is determined to be non-complying, the Tribe shall authorize the Tribal Gaming Office to:
 - (a) Disable, or require to be removed from use, any gaming device or kiosk shown by history or operation or notice from a laboratory or manufacturer to be susceptible to cheating or otherwise out of compliance with the Compact or this Appendix; and
 - (b) Require the manufacturers and Gaming Facility Operator to take whatever actions are necessary to ensure that gaming devices and kiosks are not susceptible to cheating methods and comply with all applicable technical standards in the Compact and its appendices.

G. Remedies for a Non-Complying Host System Software.

1. If the State Gaming Agency contends that any host system software fails to comply with the applicable technical standards in the Compact or this Appendix, the State Gaming Agency shall provide written notice to the Tribal Gaming Office setting forth the basis for its determination. Within twenty-four (24) hours after receiving such a written notice, the Tribal Gaming Office shall require the Gaming Facility Operator to develop and implement procedures, within twenty-four (24) hours, to mitigate against loss of any information communicated to or from the host system. Within seventy-two (72) hours of delivery of the State Gaming Agency's notice, a laboratory arranged by the Tribal Gaming Office shall have begun inspecting the contested software.
2. If the laboratory determines that the contested host system software does not comply with the applicable technical standards in the Compact or this Appendix, the Gaming Facility Operator shall have seventy-two (72) hours within which to bring the contested host system software into compliance with the applicable technical standards in the Compact and this Appendix unless this is not reasonably possible despite diligent efforts, in which case the software can be continued in use and it will be brought into compliance as quickly as possible thereafter. If the laboratory finds that the contested software complies with the applicable technical standards in the Compact and this Appendix, the software may be continued in use.

H. Requirement to Provide Schematics, Manuals, Components, and Gaming Devices.

Upon request, the manufacturer or distributor of class III gaming devices shall provide the State Gaming Agency with schematics, manuals, gaming device components, software, and production gaming device(s) for research and diagnostic purposes. The State Gaming Agency

shall not be required to pay any costs pursuant to this Section. This paragraph imposes no obligations upon the Tribe or the Gaming Facility Operator.

PART XI
TRIBAL GAMING OFFICE - NOTICE, INSPECTIONS, TESTING, APPROVAL, AND
REPORTING

A. Notice of Installation or Modification to the Tribal Gaming Office.

1. The Gaming Facility Operator shall notify the Tribal Gaming Office in writing if it intends to install a gaming device or kiosk, to re-install a gaming device or kiosk that has been removed from the gaming floor, or to modify a gaming device or kiosk, before the newly installed, re-installed, or modified gaming device or kiosk is scheduled to be placed into use or play. The notice shall identify the gaming device or kiosk, when and where the Gaming Facility Operator would like to place it into use or play, and the type of installation or modification. The notice shall also be sufficiently detailed and provided in time to allow the Tribal Gaming Office to schedule employees to inspect and test the gaming device or kiosk before it is scheduled to be placed into use or play.
2. The Gaming Facility Operator shall notify the Tribal Gaming Office in writing that it intends to install or modify a host system before the date the new or modified host system is scheduled to be placed into use. The notice shall identify the host system, when and where the Gaming Facility Operator would like to place it into use, and the type of installation or modification. The notice shall also be sufficiently detailed and provided in time to allow the Tribal Gaming Office to schedule employees to inspect and test the new or modified host system before it is scheduled to be placed into use.

B. Tribal Gaming Office Approval.

1. Each newly installed, re-installed, or modified gaming device or kiosk shall be inspected and tested by the Tribal Gaming Office prior to its use or play. The Tribal Gaming Office's inspection and testing shall meet the requirements of Part XIII of this Appendix. Upon completing its initial inspection and testing, the Tribal Gaming Office shall either approve the gaming device or kiosk or deny approval for use or play of the gaming device or kiosk. When the Tribal Gaming Office approves a gaming device or kiosk, it shall secure the logic area door with security tape or a seal. The Tribal Gaming Office shall also affix an identifying approval seal on the device. The Tribal Gaming Office shall ensure that all gaming devices and kiosks are properly covered by surveillance, pursuant to the Minimum Internal Control Standards to the Compact.
2. Each newly installed or modified host system shall be inspected and tested by the Tribal Gaming Office prior to its use. The Tribal Gaming Office's inspection and testing shall include confirmation that the host system complies with the provisions of the Compact, its Appendices, and the applicable technical standards and that the host system critical files have been approved by a laboratory for the current version of the installed software. Upon completing its

initial inspection and testing, the Tribal Gaming Office shall either approve the host system or deny approval for use of the host system.

3. The Tribal Gaming Office shall not approve any gaming device, kiosk or host system that is not in material compliance with the Compact, its Appendices, and the applicable technical standards. The Gaming Facility Operator shall either immediately repair or remove from play or use any gaming device, kiosk or host system that has not been approved or is not in material compliance with the Compact, its Appendices, or the applicable technical standards.

C. Notice of Gaming Device Repairs or Replacement. If a gaming device malfunctions or otherwise requires any repairs or replacements that affect game play, game outcome, or the host system, the Gaming Facility Operator shall provide the Tribal Gaming Office notice within forty-eight (48) hours of completing the repairs or replacements. The notice shall identify the gaming device, shall explain the nature of any malfunction, and shall provide details regarding the repairs or replacements. The Tribal Gaming Office may provide guidance to the Gaming Facility Operator as to which repairs or replacements are subject to notice under this section.

D. Transfer or Removal of Gaming Devices.

1. A Gaming Facility Operator's removal of a gaming device from play or use and then subsequent placement of the gaming device back into play at one of the Tribe's gaming facilities will be considered a gaming device transfer under Part XI(D)(3) of this Appendix, rather than a re-install under Part XI(A)(1), if the gaming device is not out of play for more than four (4) months, and if, during the period that the gaming device is not in use, it is stored in a secure location with a lock, security tape, or equivalent on its doors, the Tribal Gaming Office's security tape or equivalent installed under Part XI(B)(1) and/or Part XIII remains unbroken, and the Tribal Gaming Office controls access to the game software.
2. If the Gaming Facility Operator intends to move gaming devices from the floor of a gaming facility to storage, the Gaming Facility Operator shall provide written notice to the Tribal Gaming Office twenty-four (24) hours prior to moving the gaming devices. The notice shall identify the gaming devices and shall include the serial numbers of those gaming devices. The Tribal Gaming Office does not need to remove any seals from the stored gaming devices.
3. If the Gaming Facility Operator transfers gaming devices within a gaming facility or transfers gaming devices to another gaming facility owned by the Tribe, the Gaming Facility Operator shall provide written notice to the Tribal Gaming Office twenty-four (24) hours prior to transferring the gaming devices. A temporary displacement of a gaming device to access walker ducts, wire conduits or the like shall not be considered a transfer under this Section. The notice shall identify the gaming devices, shall include the serial numbers of the gaming devices, shall include details regarding the new location of the gaming devices, and shall include verification (with applicable documentation) that the gaming devices are reporting correctly to the host system, have passed coin acceptor tests (if applicable), bill acceptor tests, and door tests, and are covered by surveillance in their new location.

4. Except as provided in Part XI(D)(2-3), before the Gaming Facility Operator removes any gaming devices from a gaming facility, the Gaming Facility Operator shall provide written notice to the Tribal Gaming Office five (5) days in advance of the removal. The notice shall identify the gaming devices to be removed, shall include the serial numbers of the gaming devices, and shall include details regarding when the gaming devices will be removed, the location to which the gaming devices will be taken, and to whom the gaming devices will be transferred. Before any gaming devices are removed from a Gaming Facility, except as provided in Part XI(D)(2-3), the Tribal Gaming Office shall remove and discard all seals from the gaming devices. These same procedures shall be followed for gaming devices which are in storage and which the Gaming Facility Operator intends to sell or otherwise discard.

E. Kiosk Transfers. A Gaming Facility Operator's removal of a kiosk from use and then subsequent placement of the kiosk back into use at one of the Tribe's gaming facilities will not be considered a re-installation if the kiosk is not out of use for more than four (4) months, and if, during the period that the kiosk is not in use, it is stored in a secure location with a lock, security tape, or equivalent on its doors, the Tribal Gaming Office's security tape or equivalent installed under Part XI(B)(1) and/or Part XIII remains unbroken, and the Tribal Gaming Office controls access to the kiosk software.

F. Random Inspections and Additional Inspections. Unless otherwise agreed to by the Tribal Gaming Office and the State Gaming Agency, the Tribal Gaming Office shall conduct monthly random inspections and testing of no less than five percent (5%) of the gaming facility's gaming devices in use for play at each of the Tribe's Gaming Facilities. The Tribal Gaming Office shall adhere to the procedures in this Appendix when conducting its inspections and testing. The Gaming Facility Operator shall either immediately repair or remove from play or use any gaming device, kiosk or host system that is not in material compliance with the Compact, its Appendices, or the applicable technical standards. The Tribal Gaming Office may conduct additional gaming device and kiosk inspections and testing to the extent it deems appropriate.

G. Monthly Report to the State Gaming Agency. The Tribal Gaming Office shall electronically transmit to the State Gaming Agency by the 10th of each month a written report in a format agreed upon by the Tribal Gaming Office and State Gaming Agency of the following information for the preceding month:

1. A report detailing when and where the inspections and testing took place, what gaming devices were inspected and tested, and the complete results of the inspections and testing;
2. A report of all gaming devices, including serial numbers, listing all repairs and replacements that required access to the logic area;
3. A list of all gaming devices, including the serial numbers of those gaming devices, removed from play and/or moved to storage, along with verification of the removal and discarding of any State Gaming Agency seals and all information the Gaming Facility Operator is required to provide the Tribal Gaming Office regarding the removal and/or move of gaming devices into storage;

4. A list of all gaming devices or kiosks transferred within a gaming facility or transferred to another gaming facility owned by the Tribe, including all of the information the Gaming Facility Operator is required to provide the Tribal Gaming Office regarding the transfers; and
5. A list of all gaming devices or kiosks removed from a Gaming Facility along with verification of the removal and discarding of any State Gaming Agency seals.

PART XII
STATE GAMING AGENCY INSPECTIONS, TESTING, AND REMEDIES

A. State Gaming Agency Inspections. Unless otherwise agreed to by the State Gaming Agency and the Tribal Gaming Office, the State Gaming Agency shall inspect and test any newly installed, re-installed, or modified gaming device, kiosk, or host system. The State Gaming Agency shall conduct inspections and testing in the following manner:

1. The Tribal Gaming Office shall notify the State Gaming Agency in writing at least fifteen (15) days prior to the tentative date when the Gaming Facility Operator intends to place a newly installed, re-installed, or modified gaming device, kiosk or host system into play or use. The Tribal Gaming Office and State Gaming Agency shall then agree upon a firm date and time for State testing and inspection which shall be no more than thirty (30) days after placement of the gaming device, kiosk or host system into play or use. The Gaming Facility Operator may place a newly installed, re-installed, or modified gaming device, kiosk or host system into use or play before the State Gaming Agency completes its inspection and testing, so long as it has been tested and approved by the Tribal Gaming Office as complying with the terms of this Appendix. If a gaming device, kiosk, or host system is put into use or play prior to State Gaming Agency approval, the Tribal Gaming Office shall forward their gaming device, kiosk, or host system configuration and testing results to the State Gaming Agency within [72 hours ^[A1]] of the gaming device, kiosk, or host system being placed into use or play.
2. If the Tribal Gaming Office provides thirty (30) days advanced written notice, the State Gaming Agency and the Tribal Gaming Office shall schedule a mutually agreeable date and time for joint testing and inspection of the gaming device, kiosk, or host system prior to its use or play.
3. At least one Tribal Gaming Office inspector and one gaming operation slot technician shall accompany the State Gaming Agency during inspections and testing but shall not impede or compromise these activities. The State Gaming Agency shall not unduly interfere with the Gaming Operation while inspecting or testing gaming devices, kiosks or host systems.
4. If there is a delay in assembling necessary personnel or if some other problem arises with respect to inspections or testing, the Tribal Gaming Office, Gaming Facility Operator, and the State Gaming Agency shall, in good faith, attempt to resolve any such problems. Unless otherwise agreed to by the Tribal Gaming Office and the State Gaming Agency, and assuming that the State Gaming

Agency made reasonable and good faith attempts to complete the inspection, including properly appearing on any agreed upon inspection dates, the Gaming Facility Operator shall remove from play or use any gaming devices, kiosks or host systems that have not been approved by the State Gaming Agency within thirty (30) days of their installation, re-installation or modification until the inspection can be completed.

5. When the State Gaming Agency approves a newly installed, re-installed, or modified gaming device or kiosk for either use for play or continued use, it shall affix an identifying approval seal or equivalent to the gaming device or kiosk. If the State Gaming Agency denies approval for use for play or continued use, the State Gaming Agency shall, at the conclusion of inspection and testing, as applicable, orally explain to the Gaming Facility Operator and the Tribal Gaming Office why the State Gaming Agency is denying approval. The State Gaming Agency shall promptly issue a written statement to the Gaming Facility Operator and Tribal Gaming Office setting forth the grounds for denial of approval.
6. In the case of the opening of a new, expanded, or remodeled Gaming Facility and as part of its pre-opening inspection and approval, the State Gaming Agency shall inspect and test all gaming devices, kiosks, and host systems prior to their placement into play or use at the new, expanded, or remodeled Gaming Facility, and the State Gaming Agency and the Tribal Gaming Office shall agree upon a reasonable schedule in advance to allow the pre-opening inspections to take place.

B. Additional Inspections of Approved Gaming Devices. The State Gaming Agency may conduct gaming device inspections and testing in addition to those provided for in Part XII(A) in the event that:

1. It has determined that within the previous six months one or more gaming devices were not operating in material compliance with the Compact;
2. It observes gaming devices operating out of compliance with the Compact or receives credible information from any source that one (1) or more gaming devices are or may be currently operating out of compliance with the Compact; or
3. It receives a request for additional inspections and testing from the Tribal Gaming Office. In conducting such inspections and testing, the State Gaming Agency and the Tribal Gaming Office shall agree upon a firm date and shall not unduly interfere with the Gaming Operation while inspecting or testing gaming devices.

C. Remedies for Discovery of Non-complying Gaming Devices. If the State Gaming Agency determines that a gaming device on the gaming floor and in play is not in material compliance with the requirements of the Compact, its Appendices, or applicable technical standards, the State Gaming Agency may require that the gaming device be shut down, and either replaced or not put back into play until the compliance issue is resolved.

PART XIII
MANNER OF INSPECTIONS AND TESTING

A. Gaming Device and Kiosk Inspections and Tests. All inspections and testing of gaming devices, gaming device software, kiosks, and kiosk software shall be conducted to determine compliance with the Compact, its Appendices, and the applicable technical standards. These inspections and tests shall include, but need not be limited to:

1. Verifying gaming device or kiosk number, gaming device or kiosk serial number, type and name of game, and denomination of each game;
2. Inspecting access logs, as applicable;
3. Reviewing and photocopying pertinent host system reports;
4. Verifying logic board and/or logic area physical security, as applicable;
5. Verifying that all software and hardware in the gaming device or kiosk has been certified by a laboratory and has received final approval by the Tribal Gaming Office and the State Gaming Agency. The Tribal Gaming Office shall affix security tape or a seal to all logic area doors. The gaming control device or software shall be tested by the following if security tape or a seal is broken or not present:
 - (a) gaming test laboratory approval list; and
 - (b) Kobetron test or other approved method of testing.
6. Verifying gaming device software corresponds with game type;
7. Verifying that the gaming device software has not been deemed to be revoked by the independent laboratory;
8. Conducting gaming device payable tests (where feasible) and review par sheets to determine proper configuration and operation;
9. Conducting tests confirming that gaming device and kiosk functions and items of monetary value are being reported to the host system;
10. Conducting gaming device door tests to verify door openings are being reported to the host system when the device is functional;
11. Verifying all gaming device parameters coincide with the host system and par sheets;
12. Inspecting to ensure that all gaming devices and kiosks are installed according to the recommendations of the manufacturer and per all applicable installation and safety codes;
13. Conducting communication audit tests; and
14. Inspecting progressive controller access logs, if applicable.

B. Progressive Gaming Device Inspections. All inspection, installation, and modification procedures shall apply to progressive gaming devices.

C. **Host System Inspections.** The Tribal Gaming Office and the State Gaming Agency shall conduct an inspection of the host system at least once annually to verify that the host system critical files have been approved by a laboratory for the current versions of the installed software.

D. **Gaming Test Laboratory.** The State Gaming Agency shall not operate a gaming test laboratory for the purpose of certifying gaming device design.

