

PURCHASE ORDER TERMS AND CONDITIONS

MGM Resorts Design and Development
3620 Sammy Davis Jr. Drive
Las Vegas, NV 89109

- ACCEPTANCE:** This Purchase Order or any release or revision related hereto (collectively, the "Order") shall be deemed accepted by Seller when (a) Seller indicates its acceptance in writing, (b) Seller begins commencement of work on the goods, materials and/or services to be purchased hereunder ("G&S"), or (c) shipment of the goods covered hereunder, whichever occurs first. UNLESS THERE IS ALSO A FORMAL WRITTEN AGREEMENT RELATED TO THIS ORDER AND SIGNED BY BOTH PARTIES, SELLER'S ACCEPTANCE IS LIMITED TO ACCEPTANCE OF THE EXPRESS TERMS OF THIS ORDER AND DOES NOT INCLUDE ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY SELLER OR ANY ATTEMPT BY SELLER TO VARY THE TERMS HEREOF.
- SHIPMENT/RISK OF LOSS/RECORDS:** Seller shall prepare and pack for shipment all goods in accordance with good commercial practices. A packing slip must be included with all shipments and must indicate the Purchase Order Number designated by Buyer, and quantities of each item included in the shipment. Buyer will not pay charges for packing, crating, shipping or delivery, unless otherwise stated herein. If Seller must ship in a more expensive manner than specified herein to comply with Buyer's required delivery date, Seller shall pay all increased costs, unless Buyer solely causes the necessity for and agrees in writing to pay the increased costs. Seller shall be responsible and bear the risk of loss or damage for the goods covered by this Order until they are delivered at the designated delivery point, inspected, and accepted by Buyer in writing, regardless of the point of inspection or transfer of title, unless Buyer is picking up the freight. Buyer and Seller shall provide reasonable assistance to each other in the prosecution of any claims against carriers. Seller shall maintain manufacturing and shipment records for at least three (3) years from the date of Seller's shipment and Buyer shall have access to such records upon reasonable prior notice.
- TIMELY DELIVERY:** Timely deliveries and/or completions of services are of the essence for this Order. Buyer may, at Buyer's option and at Seller's expense, refuse to accept or return any merchandise delivered, or services performed, after the date (s) specified in this Order. Buyer shall not be liable for the purchase of merchandise, or the payment of services, refused, returned or rejected, as applicable, based upon late delivery or performance. If the job site for which any merchandise is intended is not ready for deliveries, Seller, upon notice from Buyer, shall hold such merchandise for a reasonable period and at no cost.
- INSPECTION:** All G&S specified in this Order are subject to Buyer's inspection within a reasonable time after final delivery or completion. If, upon inspection, any G&S is, in Buyer's sole judgment, found to be unsatisfactory, defective or of inferior quality or workmanship, or fails to meet the specifications or any other requirements of this Order, Buyer may reject such G&S and, in the case of merchandise, return such rejected merchandise at Seller's expense. Payment for merchandise and/or services prior to inspection shall not be construed as an acceptance of unsatisfactory or defective G&S. Upon the refusal or return of unsatisfactory or defective goods or the rejection of unsatisfactory or defective services, Seller shall reimburse Buyer for any amounts paid by Buyer on account of such goods or services (including the cost to return any such goods to Seller). In the event G&S subject to this Order requires testing or certifications that may be job specific and/or governed by local codes, Seller shall furnish any required certifications or other information to Buyer prior to delivery of this Order. Failure to provide the required information may delay processing the invoice for payment or result in rejection, at Buyer's discretion. Title to goods covered by this Order shall remain with Seller until Buyer receives, inspects, and provides written acceptance of the goods.
- PRICE/INVOICES:** The price set forth in this Order is firm and is the total amount due from Buyer for the G&S, including without limitation duties, taxes or any other charges agreed upon by Buyer, subject to adjustment for any rebates or credits described herein. Any applicable state sales tax and/or use tax shall be paid by Seller. Excise tax, where applicable, shall be billed as a separate item on the same invoice as the G&S to which it is related. Buyer shall not be responsible for any amount above the total amount expressly stated in this Order. Without Buyer's prior written consent, Seller shall not add any charges. To the extent no price or prices are set forth herein, Seller's price shall be the lowest market price prevailing at time of either the quotation or shipment, whichever price is lower, and in no event may this Order be filled at prices higher than those last previously quoted or charged to Buyer without Buyer's written consent. Invoices must be submitted electronically with reference to the applicable Order to Buyer's Accounts Payable immediately upon shipment of the goods or performance of the services. A bill of lading or express receipt must be included if a sale of goods is involved. As it relates to the interpretation and application of this Section, invoice receipt shall never occur prior to Buyer's receipt of the applicable G&S. In the event an invoice arrives prior to Buyer's receipt of the applicable G&S, Buyer's payment period shall not begin until Buyer's receipt of the applicable G&S.
- ELECTRONIC COMMERCE AND COMMUNICATION:** Seller will support Buyer's electronic commerce and communication programs such as: E-Sourcing/Procurement, Advance Shipping Notices, PO transmission and confirmations, Supplier Hosted Catalogs, Coupa Supplier Network, and other web-based or Business to Business (B2B) Systems as requested by us (collectively referred to as "Electronic Commerce"). In addition, Seller shall follow all supplier onboarding procedures and associated instructions provided by Buyer and as amended from time to time. If Buyer elects to purchase by Electronic Commerce such purchases will continue to be governed by the provisions of this Order and as may be provided in a separate Electronic Commerce agreement between the parties hereto.
- INTELLECTUAL PROPERTY:** Any works created by Seller pursuant to this Order shall be considered works made for hire and the Buyer shall be considered the author of such works under the Copyright Act of 1976. If such works do not qualify as works made for hire, Seller hereby assigns to Buyer all copyrights in works created by Seller pursuant to this Order. Seller shall not copy, distribute, publicly display, publicly perform or create any derivative works based on such works for any purpose without the express prior written permission of Buyer. Vendor represents and warrants the G&S covered by this Order will not infringe on any patent, trademark or copyright granted or recognized under any applicable law or authority.
- CHANGES:** If this Order specifies quantities, delivery and/or installation dates, Seller agrees (unless otherwise directed by Buyer in writing) to deliver and/or install the goods in accordance with the dates set forth in the Order. Buyer may, at any time prior to delivery, change the specifications for the G&S and delivery thereof. Seller will accept any changes, provided that if a change increases or decreases the cost or time required for performance, the parties will equitably adjust and modify the terms hereof in writing accordingly. Seller shall inform Buyer in writing in advance of the shipment of goods or rendering of services of any material change, intentional or otherwise, to the G&S, including without limitation, changes in composition, quality specifications, labeling, functionality, safety, manufacturing locations, and any suppliers. Upon notice of any change, Buyer may cancel this Order. Any revisions to this Order, price or otherwise, must be in writing and approved by Buyer. Any unauthorized change to G&S under this Order, including but not limited to incorrect quantities of G&S ordered, is subject to rejection by Buyer and return at Seller's sole expense.
- REPRESENTATIONS AND WARRANTIES:** Without limiting any other express warranties, Seller hereby warrants to Buyer that the G&S to be furnished under this Order shall, as applicable, fully conform to the specifications, drawings, samples or other descriptions furnished to Buyer by Seller or furnished or adopted by Buyer, shall be fit and sufficient for the purpose intended, merchantable, of first grade quality and workmanship, free from defects in materials and/or workmanship, and free of any liens, claims, encumbrances and retained title contracts. This warranty shall survive delivery and shall not be deemed waived either by reason of Buyer's acceptance or payment. At Buyer's option, Seller shall replace or redo, at Seller's sole cost and expense, any material, merchandise or services, or portion thereof, found by Buyer within twelve (12) months after acceptance to be defective. Seller further represents and warrants Seller has obtained all licenses, registrations, statements, compliance certificates and permits as may be required by law or other governmental authority, including without limitation any gaming authorities. Seller, its employees and contractors, shall abide by all federal, state and local laws or regulations and also Buyer's Policies and Procedures while upon any MGM Resorts International property or property of an MGM affiliate. Seller further represents and warrants it is a duly organized and properly existing business entity under the laws of its state of incorporation and has obtained all requisite licenses to conduct business in the state where this Order is to be performed. Seller warrants to Buyer that it has not, and will not, pay any rebate, commission, kickback, salary, remuneration or reward, indirectly or in any form whatsoever, to any officer, employee, agent, or representative employed by or on behalf of Buyer.
- CANCELLATION:** Buyer may for any reason, at Buyer's option, cancel any unshipped goods or unperformed services. To the extent this Order covers services or stock goods, Buyer's only obligation is to pay for and accept goods shipped, and services performed, prior to such cancellation. To the extent this Order covers goods manufactured or fabricated to Buyer's (as opposed to Seller's) specifications, Seller shall immediately stop all performance hereunder upon receipt of notice of cancellation and, if Seller is not in default, Buyer shall reimburse Seller for the actual, direct cost to Seller of such goods which has, at the time of such cancellation, been wholly or partially manufactured. Upon payment, title to all such goods shall pass to Buyer.
- BREACH:** If Seller fails to make delivery of all or any of the merchandise or perform all or any of the services specified in this Order within the time (s) and manner specified or otherwise fails to perform all or any of the terms of this Order, Buyer may, at the Buyer's option and without prejudice of any other rights, cancel this Order in whole or in part.
- INDEMNITY:** To the fullest extent permitted by law Seller, at its sole cost and expense, agrees to indemnify, defend and hold harmless Buyer, Third Party Beneficiaries (as defined in Section 21 below), Owner Parties (as defined in Section 22 below), and their respective members, officers, directors, managers, employees, agents, shareholders, successors and assigns, heirs, administrators, and personal representatives (collectively, "Buyer's Indemnitees") from and against any and all losses, damages, costs, expenses, claims, judgments or liabilities (including reasonable costs and attorney's fees which shall be reimbursed as incurred) which in any way arise out of or relate to any actual or alleged injury, death or damage to any person or property resulting from any act or omission of Seller, its employees, contractors or affiliates or the goods supplied or services covered by this Order. Seller also agrees, at its sole cost and expense, to indemnify, defend and hold harmless Buyer's Indemnitees, their parents, subsidiaries and affiliates, and their respective officers, directors, shareholders, successors and assigns, and employees, from and against any and all claims, demands, losses, liabilities, damages, causes of action or expenses (including reasonable costs and attorney's fees, which shall be reimbursed as incurred), caused by, resulting from, or in any way connected with (a) an infringement of or claimed infringement of any patent, trademark, or copyright arising out of the sale, use or possession of the merchandise furnished by, or the services performed by Seller (b) the acts or omissions of Seller or Seller's agents, employees, subcontractors or contractors in conjunction with this Order, or (c) any breach of the warranties of Seller contained in this Order.
- INSURANCE:** At all times while Seller is providing services, products, or performing work under this Order, Seller and its subcontractor(s) shall, at their expense, maintain insurance with an insurance company or companies with a current A.M. Best Company rating of at least A-: VII (a) Workers' Compensation Insurance at statutory limits and Employers' Liability Insurance with a limit of One Million Dollars (US \$1,000,000) each accident and each employee for disease, (b) Commercial General and Umbrella/Excess Liability Insurance with limits of Three Million Dollars (US \$3,000,000) each occurrence and aggregate for bodily injury, property damage, personal and advertising injury and products and completed operations, and (c) Business Automobile Liability Insurance with a limit of One Million Dollars (US \$1,000,000) combined single limit each accident and shall include coverage for loss due to bodily injury or death of any person, or property damage arising out of the ownership, maintenance, operation or use of any motor vehicle whether owned, non-owned, hired or leased. All insurance maintained by Seller shall name the Buyer's Indemnitees as additional insureds for both ongoing and completed operations (except the Workers' Compensation policy). The additional insured status shall apply to the full limits of liability purchased by Seller even if those limits of liability are in excess of those required by this Order. The Commercial General Liability Insurance policy shall include contractual liability coverage for the indemnity provisions contained herein. The Commercial General Liability and Umbrella/Excess liability insurance policy(s) shall include no exclusions or limitations in coverage for punitive damages, abuse/molestation and assault & battery. Seller's policies of insurance shall be primary to any insurance coverage maintained by the Buyer's Indemnitees, which shall be excess and non-contributory. All policies of insurance maintained by Seller shall include waivers of subrogation by the insurers in favor of the Buyer's Indemnitees. Upon receipt of this Order and prior to the delivery of any goods, commencement of any work, or performance of any services pursuant to this Order and at least ten (10) days prior to the expiration of each insurance policy, Seller shall furnish Buyer with certificate(s) of insurance evidencing the required insurance coverage and referencing this Order. Each certificate shall include a provision requiring the insurance carrier and/or Seller to provide directly to Buyer thirty (30) days advance written notice before any termination, cancellation, or other material change to the policies shown on the certificate takes effect, regardless of whether such action was initiated by Seller, other insured or the insurance carrier. For avoidance of doubt, a "material change" in the policy shall mean a change that would result in Seller's non-compliance with a material provision of these insurance requirements. The certificates of insurance and additional insured, primary and non-contributory and waiver of subrogation endorsements shall be sent via e-mail to the following: Procurement Department at mrdprocurement@mgmresorts.com.
- NO WAIVER, NO OTHER TERMS:** No waiver or modification of the terms or conditions of this Order shall be binding on Buyer unless approved in a documented Change Order. No waiver of a breach of any provision of this Order shall constitute a waiver of any other breach of this Order. This Order is expressly limited to the terms and conditions contained herein, and any other terms conditions contained on Seller's document (s) which purport to limit Seller's obligation or liability or Buyer's right to remedies shall be of no force and effect.
- PRIVILEGED LICENSES:** Seller acknowledges that Buyer and other affiliates are engaged in businesses that are or may be subject to and exist because of privileged licenses or other permits issued by governmental authorities or other sovereigns. Buyer may terminate the Order, without penalty or prejudice or any further liability to Seller, if Buyer or any affiliate or other subsidiary: (i) is directed to cease doing business with Seller by any such authority or sovereign; or (ii) determines, in its sole and exclusive judgment, that Seller, Seller's affiliates or any of its or their directors, officers, employees, agents or other representatives is, might be or is about to be engaged in or involved in any activity or relationship that could or does jeopardize any of the businesses or licenses of Buyer or any affiliate (including, without limitation, any denial, suspension or revocation (or the threat thereof)). Seller shall be entitled to receive all undisputed fees that have accrued or otherwise become due but are unpaid at the time of termination, if not otherwise prohibited by any applicable governmental or licensing authority. Without limiting the foregoing, Buyer or its designee shall be entitled to, and Vendor shall refund, pro rata, any pre-paid fees, deposits, escrowed amounts or other upfront payments made by Buyer based on the proportion of work or services then not completed under this Order. Further, Seller (a) acknowledges that it is illegal for an applicant to whom a license has been denied, a licensee whose license has been revoked, or a business organization under such a person's control ("Denied Entity"), to enter into, or attempt to enter into, a contract with Buyer or any of its affiliates without the prior approval of certain gaming commissions or licensing authorities; (b) represents and warrants that it is not a Denied Entity and is not under the control of a Denied Entity; and (c) agrees that any breach of the foregoing representation and warranty will allow Buyer to immediately terminate this Order.
- CONDUCT:** Seller acknowledges that Buyer, its parent, subsidiaries and affiliates have a reputation for offering high quality entertainment and/or services to the public, and that it and its parent, subsidiaries and affiliates are subject to regulation and licensing, and desire to maintain their reputation and receive positive publicity. Seller therefore agrees that throughout the term of this Agreement, it and its agents, employees and representatives will comply with all federal, state, and local laws and regulations concerning the G&S that are the subject of this Order, will comply with any rules or policies of Buyer, Owner Parties or Third Party Beneficiaries as may be applicable to this Order, and will not conduct themselves in a manner which is contrary to the best interest of, nor in any manner that adversely affects or is detrimental to, Buyer, its parent, subsidiaries and affiliates, and will not directly or indirectly make any oral, written, or recorded private or public statements or comments that is disparaging, critical, defamatory or otherwise not in the best interests of Buyer, its parent, subsidiaries, or affiliates. Buyer shall use its good faith business judgment in determining whether Seller's conduct or that of its agents, employees, or representatives adversely affects Buyer, its parent, subsidiaries or affiliates and upon such determination, Buyer shall have the right to immediately terminate this Agreement. In that event, Buyer shall pay Seller for the merchandise which has been manufactured and/or the services which have been completed at such termination date, but Buyer shall have no further liability to Seller.
- ATTORNEY'S FEES:** Should Buyer utilize the services of an attorney to enforce or defend any term or condition herein, Buyer shall be entitled to an award of reasonable attorney's fees and costs expended throughout the pendency of the demand, claim and/or litigation.
- APPLICABLE LAW:** This Order shall be governed by and construed according to the laws of the state of Nevada. All actions or proceedings arising out of or relating to this Order shall be litigated in a local, state or federal court located in Clark County, Nevada. The parties hereto consent to personal jurisdiction in any local, state, or federal court located in Clark County, Nevada, and hereby waive any objection to process based on personal jurisdiction. EACH PARTY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY TO THE FULLEST EXTENT PERMITTED BY LAW IN ALL ACTIONS AND OTHER LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS ORDER AND THE TRANSACTIONS CONTEMPLATED HEREBY. THIS WAIVER APPLIES TO ALL ACTIONS AND OTHER LEGAL PROCEEDINGS, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. All remedies available to Buyer herein shall be in addition to and cumulative with any and all other remedies available to Buyer at law, in equity or otherwise.
- CONFIDENTIALITY/PUBLICITY:** Seller, its employees, agents and representatives, shall consider as Buyer's "Confidential Information," all non-public information provided by Buyer, all specifications or other documents and works prepared by Seller in connection herewith, the fact that Buyer has contracted to purchase G&S from Seller, and all other non-public information relating to this Order. Without Buyer's prior written consent, Seller shall not (a) disclose or use Confidential Information for any purpose other than performing this Order, (b) announce, publicize or discuss with third parties the subject matter of this Order or any works prepared by Seller in connection with this Order, (c) include Buyer's name or trademarks in any marketing materials or (d) disclose that Buyer is Seller's customer. The foregoing provisions shall be subject to the terms of any other written agreement executed by the parties relating specifically to confidentiality, non-disclosure and/or publicity. Buyer shall at all times hold title to all drawings and specifications furnished by it to Seller and intended for use in conjunction with this Order. Seller shall use such drawings and specifications only in conjunction with this Order and shall not disclose such drawings and specifications to any person, firm, or corporation other than government inspectors or the employees or

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subcontractors of Buyer. Seller shall, upon written request from the Buyer, or upon performance of all terms and conditions of this Order, promptly return all drawings and specifications.

20. **ASSIGNMENT:** Seller may not assign any of its rights or obligations under this Order without Buyer's prior written consent. Seller shall not subcontract any portion of the work contemplated by this Order without the prior written consent of Buyer, which consent may be withheld in its sole discretion. No approval of any subcontractor by Buyer will relieve Seller from any of its obligations under this Order. Any subcontractor that performs any portion any work contemplated by this Order shall comply with the obligations of this Order, including without limitation the Insurance obligations set forth in section 13. If payments are to be made to parties not named on this Order, Buyer must receive written authorization for such payments.
21. **THIRD PARTY BENEFICIARIES:** MGM Resorts International, MGM Growth Properties, and their respective subsidiaries, partnerships, joint ventures and affiliates all are intended third party beneficiaries of all Seller's representations, warranties, covenants and obligations under this Order and shall have an independent right to enforce the terms of this Order. Subject to the foregoing sentence, the Parties agree: (a) this Order shall not be construed, in whole or in part, to give rise to any rights, claims or benefits to any person, firm or entity other than the signatories to this Order; and (b) there are no third-party beneficiaries (other than those expressly mentioned above) to this Order and no terms or provisions of this Order may be enforced by or for the benefit of any person or party not a signatory to this Order.
22. **OWNER PARTIES:** Seller's indemnity obligations under this Order shall extend to: NV Property
23. **FORCE MAJEURE:** Neither party will be liable for any delay nor failure in performing its obligations under the Order (including failure to take delivery of the G&S) to the extent that such delay or failure is caused, without such party's fault or negligence, by a Force Majeure Event. For purposes hereof, a "Force Majeure Event" refers to the occurrence of unforeseeable and/or unavoidable circumstances beyond a party's control that, by their nature, make such party's performance commercially impractical, including, but not limited to, acts of God or the public enemy, fire, flood, acts of war, government action, accident, earthquakes, explosion, epidemic, invasion, hostilities, terrorist acts, riots, strike, embargoes or industrial disturbances. A party's economic hardship or changes in market conditions are not considered Force Majeure Events excusing such party's performance. Seller will use all diligent efforts to end the failure or delay of its performance, ensure that the effects of any Force Majeure Event are minimized and resume performance under the Order. If a Force Majeure Event prevents Seller from carrying out its obligations under this Order for a continuous period of more than thirty (30) days, Buyer may terminate the Order immediately by giving written notice to Seller.
24. **DIVERSITY/RESPONSIBLE SOURCING:** In alignment with Buyer's Corporate Social Responsibility initiatives, Buyer seeks to increase opportunities for certain diverse-owned businesses and Buyer's utilization of such companies. Seller shall use commercially reasonable efforts to identify, partner or subcontract with diverse-owned businesses based on applicable state, county and local requirements or gaming regulations. It shall be the responsibility of Seller to assess its diverse-owned business partners and ensure that such partners comply with applicable gaming regulations and required diversity certifications. Additionally, Seller may be required to provide reports to Buyer detailing payments made directly to diverse-owned businesses for services rendered on behalf of Buyer. Diverse ownership is defined as holding 51% equity and control of a business by ethnic minorities, women, veterans, service-disabled or LGBTQ. Additionally, Buyer is committed to the legal and responsible sourcing of its products and services and will not knowingly purchase products made with illegally harvested, produced and/or traded materials or goods produced in whole or in part by forced or involuntary labor. In accordance with Buyer's Supplier Code of Conduct, which can be found at <https://www.mgmresorts.com/content/dam/MGM/corporate/csr/esa-policies/supplier-code-of-conduct-policy.pdf>, Seller agrees to source materials from responsible sources and to conduct due diligence on its supply chain. Seller agrees that Buyer's designated third party may audit Seller's compliance with the foregoing. Additionally, Seller shall support Buyer's social impact and sustainability goals for the reduction of carbon emission, energy, water and waste through its products and services and shall require a similar commitment within its operations and supply chains.
25. **EEO COMPLIANCE:** If applicable, Seller warrants and represents that it will fully comply with all Department of Labor and EEOC rules, regulations, guidelines, and orders including, but not limited to, Executive Order 11246, 41 CFR Ch. 60 (in particular the record keeping requirements at 41 CFR Sec. 60-1.12), 29 CFR part 471 (appendix A to subpart A), which are incorporated herein by reference, and any other applicable state and local laws relating to equal employment opportunities and affirmative action.
26. **ENTIRE AGREEMENT:** Except as provided herein or as otherwise agreed upon by the parties in a separate written agreement relating to the subject matter hereof, this Order and any documents referenced herein constitute the entire agreement between the parties regarding this Order and replace any contemporaneous oral or written communications between the parties related hereto. This Order may not be modified by any document issued by Seller or by the parties' course of dealing, custom or usage but only by a mutually agreed upon writing signed by both parties. In the case of a conflict with this Order, the terms of such mutually agreed upon writing will prevail. The acceptance of this Order has been duly authorized by Seller. The parties hereto agree that acceptance of this Order may be indicated via email or other electronic means, which shall have the same force as an original writing and shall be binding on the parties.