

**SMSC Gaming Enterprise
Standard Terms and Conditions
Purchase of Goods and Services
EXHIBIT A**

During the Contract term, Vendor will maintain insurance coverage of the following minimum coverage amounts and limits of liability:

<i>Commercial General Liability.</i>	a. With limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate (which limits may be satisfied by the combination of underlying and excess (umbrella) policies), including products liability and completed operations, personal and advertising injury and contractual liability coverages, written on an occurrence form. The SMSC Gaming Enterprise shall be added as an additional insured and this insurance will be primary and non-contributing with any insurance otherwise available to the Gaming Enterprise. Such insurance shall also include a waiver of the insurer's subrogation rights against SMSC Gaming Enterprise. b. Product Contamination, providing proof of liability coverage for damages resulting from contamination of Product with limits of not less than \$2,000,000;
<i>Commercial Auto Liability.</i>	Covering all owned, non-owned and hired automobiles of Vendor, with a combined single limit of \$1,000,000 for each accident. The SMSC Gaming Enterprise shall be added as an additional insured and this insurance will be primary and non-contributing with any insurance otherwise available to the Gaming Enterprise. Such insurance shall also include a waiver of the insurer's subrogation rights against SMSC Gaming Enterprise;

[VENDOR NAME]

<i>Worker's Compensation.</i>	Which will apply to all persons employed by Vendor as prescribed by law with statutory limits; and
<i>Employer's Liability</i>	With minimum limits as follows: Each Accident: \$1,000,000; Each Employee: \$1,000,000; and Policy Limit: \$1,000,000. Such insurance shall also include a waiver of the insurer's subrogation rights against Gaming Enterprise.

The insurance required must be underwritten by companies with a minimum rating of not less than "A -" in the most current available "Best's Insurance Reports". Vendor will be responsible for all deductibles and retentions on insurance policies it holds. Vendor shall provide evidence of such insurance in the form of insurance certificates provided prior to execution of this Agreement. Renewal certificates of insurance shall be provided annually evidencing continuous coverage. The Gaming Enterprise may also request updated certificate(s) of insurance from Vendor, and Vendor will provide the updated certificate(s) within five business days of the Gaming Enterprise's request. Policy limits may not be reduced, terms changed or the policy canceled during the Term or for the one (1) year period immediately thereafter. If Vendor receives written notice that any of the above required policies will be cancelled, Vendor will promptly notify the Buyer in writing and provide a certificate showing replacement or reinstated coverage no later than five (5) days prior to the date of cancellation. The Gaming Enterprise's acceptance of Vendor's insurance certificate(s) will not be considered a limitation of Vendor's liability under the terms of this Agreement, nor an agreement by the Gaming Enterprise to assume liability in excess of the amounts stated on the certificate(s) or for risks not insured against.