



**AMENDMENT NO. 11**  
*to the*  
**CONTRACT FOR LOTTERY OPERATIONS AND SERVICES**  
*between the*  
**TEXAS LOTTERY COMMISSION**  
*and*  
**IGT GLOBAL SOLUTIONS CORPORATION**

**WHEREAS**, the Texas Lottery Commission (the "Commission" or "Texas Lottery") and IGT Global Solutions Corporation, with an assumed name in the State of Texas of "IGT Solutions Corporation" (formerly known as GTECH Corporation) ("IGT") (collectively, "the Parties") entered into a contract for Lottery Operations and Services with an effective date of December 14, 2010, as amended by Amendment No. 1 effective August 10, 2011, Amendment No. 2 effective January 30, 2012, Amendment No. 3 effective September 19, 2012, Amendment No. 4 effective March 8, 2013, Amendment No. 5 effective April 4, 2013, Amendment No. 6 effective October 23, 2014, Amendment No. 7 effective January 6, 2016, Amendment No. 8 effective October 13, 2016, Amendment No. 9 effective November 1, 2018 and Amendment No. 10 effective March 18, 2019 (collectively, the "Contract");

**WHEREAS**, pursuant to Section 3.76 of the Contract (see Amendment No. 8), IGT has identified and notified the Texas Lottery of innovations that are not currently deployed or required under another Contract provision that could potentially increase revenue to the State of Texas; the Texas Lottery has determined such innovations are of potential value to the State and 1) meet Texas Lottery requirements, 2) maximize revenue to the State of Texas, and 3) are clearly within the statutory authority of the Texas Lottery; and, therefore, the Parties desire to amend the Contract to allow the Texas Lottery, in its sole discretion, to accept such innovations in consideration for the Texas Lottery agreeing to modify the frequency of Retailer sales visits and the number of required Lottery Sales Representatives (LSRs);

**WHEREAS**, Section 3.4 of the Contract states the Contract may be amended only by a written agreement signed by both Parties, and in accordance with Tex. Gov't Code Ann. §466.1005(b) and Commission Rule 401.105(g), only written agreements signed by the Executive Director of the Texas Lottery or their designee shall be binding on the Texas Lottery, and only written agreements signed by an officer of IGT Global Solutions shall be binding on IGT: and

**WHEREAS**, the Parties desire to amend the Contract as more specifically set forth below.

NOW, THEREFORE, pursuant to Section 3.4 of the Contract, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend the Contract as follows:

1. Section 3.61.5 (see original Contract Part 3) is replaced in its entirety with the following:

*Maximum ~~Daily Total for~~ Sanctions and Liquidated Damages ~~Per Incident~~.* The maximum daily total **per incident** for any single or combination of the sanctions listed in Attachment 1 and liquidated damages listed in Attachment 2 will be \$750,000.

2. Section 6.6, Table 17, Detail Requirement 24 is replaced in its entirety with the following:

24. **Unless otherwise approved by the Texas Lottery**, once a **quarter month** throughout the Contract term, the Lottery Gaming System must be operated from the Backup Data Center **for one (1) full week (Sunday to Saturday). In any event, IGT shall operate from the Backup Data Center no less than twice (two full weeks) per calendar year.** Otherwise, the Backup Data Center may be operated "lights out."

3. Section 7.3, Table 34, Detail Requirement 12 is added to read:

12. IGT shall develop requirements and implement a software solution for ticket-by-ticket activation which will allow Retailers to activate Scratch Tickets individually through the Retailer's own point of sale device at the time the Scratch Tickets are sold (each such solution, a "Ticket-by-Ticket Activation Solution"). IGT shall work with the Texas Lottery to develop deployment criteria for the Ticket-by-Ticket Activation Solution. The deployment criteria must be approved in writing by the Texas Lottery prior to any scheduled implementation.

Included in IGT's base system and services costs and offered at no additional expense to the Texas Lottery, IGT shall provide all required support and services to integrate and implement the Ticket-by-Ticket Activation Solution at any approved licensed Retail location, provided however that IGT shall not be responsible for any software and/or programming required by any Retailer to support such integration or implementation. Also included in IGT's base system and services costs and offered at no additional expense to the Texas Lottery, IGT shall provide, and the Texas Lottery will approve, any signage, marketing materials, secure dispensing solution acceptable to the retailer or supplies required to facilitate Lottery sales using the Ticket-by-Ticket Activation Solution.

IGT shall provide, subject to Texas Lottery approval, an implementation plan, no later than thirty (30) days after execution of this Amendment, for the Ticket-by-Ticket Activation Solution software integration, provided however that a specific Retailer does not need to be identified. The Ticket-by-Ticket Activation Solution software implementation for the Lottery Gaming System shall be completed no later than March 31, 2022, or other date approved by the Texas Lottery.



Within ninety (90) days of delivery of the Ticket-by-Ticket Activation Solution software implementation, IGT shall provide an updated implementation plan for two (2) approved Retailer chain accounts. Any change to the implementation plan must be in writing and approved by the Texas Lottery, provided, however that the Texas Lottery shall not unreasonably delay or refuse to approve changes requested or required by a Retailer chain account.

IGT shall work with each approved Retailer chain account to develop a schedule for the Retailer rollout which shall be included in the implementation plan. If IGT fails to deploy at any of the two (2) Retailer chain accounts, or fails to meet the rollout dates established in the implementation plan, sanctions may be assessed in the maximum amount of two hundred fifty dollars (\$250) per Day or part of a Day per Retailer chain account until the Retailer implementation is complete. The Texas Lottery will not assess any other damages, sanctions or liquidated damages in connection with IGT's failure to deploy or rollout as set forth herein.

Following the initial implementation of the Ticket-by-Ticket Activation Solution with the two (2) approved Retailer chain accounts, IGT shall make the Ticket-by-Ticket Activation Solution available to any approved Retailer for implementation.

4. **Section 7.6.1, Table 41, Detail Requirement 20 (see Amendment No. 6) is replaced in its entirety with the following:**

20. **Unless otherwise approved by the Texas Lottery, IGTGTECH shall test quarterly monthly the ability of the backup Lottery Gaming System to take over total operation of the On-Line and Instant Scratch Ticket games, process transactions for one (1) full week (Sunday to Saturday) a minimum of four (4) hours, and then return operational control to the production Lottery Gaming System. This must occur transparently to all users. In any event, IGT shall operate from the Backup Data Center no less than twice (two full weeks) per calendar year.** The Lottery Gaming System must not be down more than ten (10) consecutive minutes per system transfer.

5. **Section 7.6.1, Table 41, Detail Requirement 21 (see original Contract Part 4) is replaced in its entirety with the following:**

21. **GTECH IGT** shall, at its sole option, either internally develop applications or obtain necessary license rights to third party applications that allow the Texas Lottery, its vendors, Retailers, and players to obtain current drawing results, retailer information, and information to educate players about lottery games; provide sales and marketing information, communicate upcoming events and promotions, **provide mobile based claim submissions** and play games (does not include games not authorized by law) on standard mobile handheld devices currently available in the marketplace, including, but not limited to, iPhone and ~~Droid~~ **Android** mobile phones. **GTECH IGT** and the Texas Lottery shall mutually agree upon applications and the specifications for such applications. ~~GTECH IGT~~ **IGT** shall be responsible for managing and deploying the **recommended mutually agreed**



applications and providing updates up to twice a year. The Texas Lottery reserves the right to approve the applications recommended by **GTECH IGT**. **GTECH IGT** shall secure and obtain any and all necessary rights (including, but not limited to, licensing rights from the appropriate third parties):

- i. to use the **mutually agreed recommended** applications, and
- ii. to ensure that the foregoing rights are obtained on behalf of the Texas Lottery, its vendors, and all Retailers and players, in compliance with the terms and conditions in sections 3.25 and 3.26 of the Contract (e.g., for incorporation of Third Party Materials into the Works, **subject to pre-existing and third party rights, and** to indemnify and hold the Texas Lottery and its vendors and Retailers harmless therefore) and provide remediation under Contract section 3.27 in the event **GTECH IGT** cannot obtain the necessary license rights.

**IGT shall deliver a mobile based claim system that enables players, for prizes greater than \$599, to submit claims to the Lottery Gaming System for processing by a Texas Lottery Claim Center and receive prize payments directly into their specified account or in the form of a check or as may mutually be agreed by the parties. The Texas Lottery mobile application shall support integration with both the Texas Lottery Second Chance system and the mobile based claim system. The mobile application will allow prize claim submission to the Lottery Gaming System for validation of prizes, the initiation of the payment transaction, the applicable tax reporting and withholding, and all associated transactions. IGT's solution will integrate and support all ongoing banking and financial technical processing requirements. The Texas Lottery will serve as merchant of record and all payments will be made by the Texas Lottery from its and/or State bank accounts. IGT will reimburse the Texas Lottery the per item fixed transaction fee charged to the Texas Lottery by the Texas Lottery's bank for each prize claim for a single ticket greater than \$599 processed and paid using the mobile application, minus the then current per transaction fee charged to the Texas Lottery by its bank for processing a paper check, not to exceed \$0.25. IGT's reimbursement of fees shall not exceed \$300,000 for each fiscal year. IGT will not be liable for any "Know Your Client" (KYC) or merchant of record, funds or fraud services or costs required for payment of claims. The mobile application shall include user sign-on and biometric features, to the extent allowed by state law, as supported by standard mobile handheld devices currently available in the marketplace as well as push notifications. IGT shall implement the mobile based claim system no later than May 15, 2022, or other date approved by the Texas Lottery.**

**6. Section 7.6.1, Table 41, Detail Requirement 22 is added to read:**

22. IGT shall work with the Texas Lottery to jointly develop criteria and requirements for Claim Center disbursements to be made to a prepaid debit card using a solution provided by a third-party provider (the "Pre-paid Debit Solution"). IGT shall work with the Texas Lottery to develop an implementation plan and schedule for disbursements to prepaid debits cards via the Pre-paid Debit Solution to coincide with the mobile based claim system implemented no later than May 15, 2022, or other date approved by the Texas Lottery.



**7. Section 7.6.1, Table 41, Detail Requirement 23 is added to read:**

23. IGT shall work with the Texas Lottery to jointly develop criteria and requirements to migrate the Texas Lottery from IGT's existing Enterprise Series (ES) lottery gaming system to IGT's new core lottery gaming system, Aurora. The implementation shall include the following applications: Aurora Navigator, Aurora Retailer Management, TouchPoint Master (TPE), Data Connector, Aurora Accounting, Aurora Anywhere, Aurora Transaction Engine (ARTE), Order Wizard, Performance Wizard, and Retailer Wizard. In the event the Aurora lottery gaming system does not integrate, to the Texas Lottery's satisfaction, with any existing Texas Lottery-related infrastructure, including but not limited to ES peripheral equipment supplied by IGT (Retailer Terminals, Player Activated Sales Terminals, Player Activated Self Check Terminals, ESMM signage, lottery jackpot signs, etc.), third-party point-of-sale systems, payment processor systems, any other existing IGT or Texas Lottery hardware or software, or any other existing interconnected or peripheral lottery-related equipment, systems, or software, whether owned by the Texas Lottery, IGT, or third parties, IGT shall promptly replace such equipment or software, and/or otherwise remedy such integration deficiency as necessary to meet Texas Lottery requirements at no additional cost to the Texas Lottery.

The Aurora lottery gaming system shall be implemented in three phases with all applications fully implemented and installed no later than June 30, 2024. Any changes to the final implementation date must be requested in writing and approved by the Texas Lottery. IGT shall provide, subject to the Texas Lottery's approval, an implementation plan, no later than thirty (30) days after execution of this Amendment, for the Aurora lottery gaming system software integration. Failure to fully implement the Aurora lottery gaming system in accordance with the approved implementation plan may result in sanctions as set forth in Section 3.60.33.

**8. Section 7.6.3, Table 46, Detail Requirement 7 (see original Contract Part 4) is replaced in its entirety with the following:**

**7. IGT must provide a player messaging solution, in lieu of the existing player email/text messaging system, that involves registering players for various informational and promotional purposes (e.g., unique player coupons, Scratch Ticket promotion). The system must be able to communicate with players using messaging formats acceptable to the Texas Lottery. GTECH must provide a Web-based system, based on Texas Lottery requirements, for a player registration program that involves registering players for various informational, promotional (e.g., unique player printed coupons), and data-gathering purposes. The Web-based system must be able to communicate with players using different messaging formats including, but not limited to, Really Simple Syndication (RSS), text messaging, etc. The interface for players to access this web site should be very intuitive and user friendly. Included in the base system and services costs and offered at no additional expense to the Texas Lottery, GTECH shall provide its G2 Game Library play for free games (does not include games not authorized**



~~by law), and all associated development, deployment and management products and services, to the Texas Lottery for use on the Texas Lottery's Web site.~~

9. **Section 8.4, Table 82, Detail Requirement 28 (see Amendment No. 10) is replaced in its entirety with the following:**

28. IGT must provide LSR support to service the Texas Lottery's Retailer base. IGT must support growth in the Retailer base with an appropriate increase in IGT's LSR staffing. The Texas Lottery must approve any new LSR ~~or Sales Merchandising & Business Development (SMBD)~~ positions. IGT must maintain the average staff-to-Retailer ratios detailed herein. The ratios will be measured twice annually - September through February and March through August - in any State fiscal year. The average staff-to-Retailer ratios will be calculated using LSR ~~and SMBD~~ positions to active Retailers and do not include swing representatives or promotional and training representatives. IGT shall provide the **Texas** Lottery a quarterly report of all LSR ~~and SMBD~~ positions which shall be due the fifth Day following the end of each State fiscal quarter. The report shall include each LSR/~~SMBD~~ position title, name and location and the active number of Retailers as of the last day of the State fiscal quarter.

~~Through August 31, 2012, IGT must maintain an average staff-to-Retailer ratio of 1:143; beginning September 1, 2012, through February 28, 2013, IGT must maintain an average staff-to-Retailer ratio of 1:139; from March 1, 2013, through August 31, 2013, IGT must maintain an average staff-to-Retailer ratio of 1:137. Beginning September 1, 2013, IGT must maintain an average staff-to-Retailer ratio of 1:133. Beginning March 1, 2021~~**13, IGT must maintain an average staff-to-Retailer ratio of 1:178**~~133~~. This section does not apply to Retailers only selling Draw Game Play Card Tickets.

10. **Section 8.4.1, Table 84, Roles and Responsibilities, No. 7 is deleted in its entirety:**

~~7. Successful Proposer conducts a physical inventory of Instant Tickets and On-Line Ticket stock and calls in ticket orders as needed.~~

11. **Section 8.4.1, Table 84, Detail Requirement 12 (see Amendment No. 10) is replaced in its entirety with the following:**

12. ~~The Successful Proposer~~ **IGT** must visit each Retailer at least once ~~during each two (2) week sales cycle~~ **calendar month** regardless of sales level or geographic region. **The Texas Lottery may require these visits to occur within a certain 15 calendar day period. IGT shall visit not less than forty percent (40%) of the Retailer base (using weekly sales performance and other potential growth factors) and visit those Retailers two or more times each calendar month. The Texas Lottery reserves the right, upon reasonable notice, to modify the composition of the forty percent (40%) of Retailers to be visited two or more times each calendar month. The second Retailer visit can occur no sooner than seven (7) days from the initial Retailer visit for each calendar month. IGT shall provide a count of the Retailers to receive multiple visits each calendar month based on active Retailers as of February 28 and August 31 each**

**calendar year.** As the Retailer network increases, ~~the Successful Proposer~~ IGT shall be required to increase the staffing requirements to maintain the visitation and support responsibility requirements. ~~The Successful Proposer~~ IGT must submit the sales cycle schedule to the Texas Lottery on an annual basis for each State fiscal year no later than August 1 each year. **The Retailer base shall be calculated as all active retailers on the last week ending Saturday of every month and shall include all independent and subordinate accounts and exclude the chain head and account chain id 999000 (retailers associated with the Texas Lottery bill to ID, claim centers, etc.).** This section does not apply to Retailers only selling Draw Game Play Card Tickets.

12. **Section 8.5, Table 92, Roles and Responsibilities, No. 14 is replaced in its entirety with the following:**

14. Successful Proposer delivers prizes to Retailers. ~~and receives sign-off of receipt of prizes.~~

13. **Section 8.5, Table 92, Roles and Responsibilities, No. 15 is replaced in its entirety with the following:**

15. Successful Proposer provides documentation of prize ~~receipt~~ confirmations to the Texas Lottery as requested.

14. **Section 8.5, Table 92, Detail Requirement 19 (see Amendment No. 9) is replaced in its entirety with the following:**

19. Upon conclusion of the contest, IGT must take the following actions: (i) deliver the list of winning Retailer(s) within five (5) Working Days; (ii) deliver the prizes to the winning Retailer(s) within ~~forty-five (45)~~ Working Days; **and (iii) provide documentation of prize confirmations** ~~signed receipts from the winning Retailer(s) to the Texas Lottery within sixty (60) Working Days of approval of the list.~~ Any exception to prize delivery deadlines under item (ii) above must be approved in writing by the Texas Lottery.

15. Attachment 1 – Sanctions Schedule and Attachment 2 – Liquidated Damages Schedule of the Contract are deleted and replaced in their entirety with the Sanctions and Liquidated Damages Schedules attached to this Amendment No. 11 as Exhibit A. The attachments included in Exhibit A are incorporated into and expressly made a part of the Contract for all purposes. The following sanctions are amended:

3.60.28	Lottery Gaming System Inability to Cash Winning Tickets at a Texas Lottery Claim Center
3.60.30	Performance Degradation
3.60.31	Failure to Test Backup Lottery Gaming System
3.60.51	LSR Visits
3.60.67	Failure to Maintain LSR Staff-to-Retailer Ratio
3.60.74	Failure to Resolve a Mobile Application Cashing Problem



16. Except as amended hereby, all of the terms of the Contract remain in full force and effect. All capitalized terms not specifically defined herein shall have the meaning assigned to such terms in the Contract.
17. This Amendment shall be effective upon execution by both Parties.

[SIGNATURE PAGE FOLLOWS]



TEXAS LOTTERY COMMISSION

By: Gary Grief  
GARY GRIEF  
EXECUTIVE DIRECTOR

02-25-2021  
(Date)

IGT GLOBAL SOLUTIONS CORPORATION

By: Joseph S. Gendron  
(Signature)

Joseph S. Gendron  
(Printed Name)

COO, Lottery  
(Title)

2/25/2021  
(Date)

Exhibit A  
Sanctions and Liquidated Damages Schedules



No.	Title	RFP Section	Description	Amount	Trigger Example	Measure	Performance Target	Formula	Maximum Sanction	Exceptions	Measure Interval	Reporting Period	Measurement Basis
3.60.6	3.60.6 Failure to Permit an Audit or Examination	Multiple	The failure of GTECH to permit financial or operational audits or examinations, to produce requested records, to provide information, or to provide a timely answer for an audit as required in Contract Sections 3.30, 3.31 and elsewhere in the Contract, may result in GTECH being assessed sanctions for each Day the audit/examination is not permitted, the records are not produced, information is not provided and/or the answer is not provided.	\$5,000 per Day or any part of a Day	Request by Auditor or Texas Lottery	Elapsed Time	100% Responsiveness to Auditor's Request	<p>Responsiveness</p> <p>Days Past Due = Compliance Date - Request Date</p> <p>Total Sanction = Number of Days Past Due x Daily Sanction</p>	None	None	Per Incident	None	Auditor's dated requests
3.60.7	3.60.7 Failure to Produce Accurate Records or Provide Accurate Information	Multiple	The failure of GTECH to produce accurate records or information may result in GTECH being assessed sanctions.	\$500 per incident	Notification by Texas Lottery	Accuracy	100% Accuracy of Records and Information	<p>Accuracy</p> <p>Total Sanction = Inaccurate Records/Information x Daily Sanction</p>	\$500 per Day	None	Per Incident	None	Records/Information Received
3.60.8	3.60.8 Failure to Produce Timely Records and/or Information	Multiple	The failure of GTECH to provide timely records and/or information may result in GTECH being assessed sanctions for each Day that the records and/or information are not provided after the requested due date.	\$5,000 per Day or any part of a Day	Notification by Texas Lottery	Elapsed Time	100% Responsive to Texas Lottery	<p>Responsiveness</p> <p>Days Past Due = Compliance Date - Notification Date</p> <p>Total Sanction = Number of Days Past Due x Daily Sanction</p>	None	None	Per Incident	None	Lottery's dated requests
3.60.9	3.60.9 Failure to Disclose Litigation	Multiple	The failure of GTECH to disclose any material civil or criminal litigation or indictment either threatened or pending as part of a monthly report as required in Contract Section 3.43 may result in GTECH being assessed sanctions.	\$1,000 per incident	Failure to Timely Disclose Litigation/ Indictment	Complete and Accurate Report	100% of all Litigation Declared in Monthly Litigation Reports	<p>Total Sanction = Inaccurate Monthly Reports x Sanction Amount</p>	None	None	Per Incident	Monthly	Receipt of Monthly Litigation Report
3.60.10	3.60.10 Failure to Obtain Prior Written Approval Before Issuing News Release	Multiple	The failure of GTECH to receive prior written approval from the Texas Lottery before issuing any news releases or publishing information to the public related to the Texas Lottery, as required in Contract Section 3.48 may result in GTECH being assessed sanctions.	\$100,000 per incident	News Release Published Without Approval	# of Unapproved News Releases	100% of Releases are Texas Lottery Approved	<p>Total Sanction = Unapproved News Release x Sanction Amount</p>	None	None	Per Incident	None	News Releases, Written Approvals of News Releases
3.60.11	3.60.11 Failure to Notify the Texas Lottery of Changes of Lobbyist, Consultant and/or Advisor Information	Multiple	The failure of GTECH to inform the Texas Lottery of any change of lobbyist, consultant or advisor information as required under Contract Section 3.51 may result in GTECH being assessed sanctions.	\$10,000 per incident	Annual Review of Texas Ethics Commission Records	# of Incidents Where Lobbyist, Consultant and/or Advisor Changes Were Not Disclosed	100% Full Disclosure of Lobbyist, Consultant and/or Advisor Information	<p>Total Sanction = Non-Disclosure of Lobbyist, Consultant and/or Advisor Changes x Sanction Amount</p>	None	None	Yearly	None	Texas Ethics Commission Records, GTECH Employee Records
3.60.12	3.60.12 Failure to Comply with Non-Disclosure Terms	Multiple	The failure of GTECH, its agents and/or employees to comply with the terms of the non-disclosure requirements in Contract Section 3.53 may result in GTECH being assessed sanctions.	\$5,000 per incident	Discovery of Unauthorized Disclosure	# of Unauthorized Disclosures	100% Compliance with Non-Disclosure Statement	<p>Total Sanction = Detected Disclosure x Sanction Amount</p>	None	None	Per Incident	None	Media, RFP, Presentations, Other Lottery Related Documents
3.60.13	3.60.13 Unauthorized Purchase of Texas Lottery Tickets	Multiple	Any failure of GTECH to comply with the prohibition set forth in Contract Section 3.55 against the purchase or claiming of a prize in any Texas Lottery game by any member, officer or employee of GTECH, or that member's, officer's or employee's spouse, child, brother, sister or parent who resides in the same household in the principal place of residence of such member, officer or employee may result in GTECH being assessed sanctions.	\$5,000 per incident	System Logs Attempt of GTECH Personnel to Claim Winnings at Claim Center	GTECH Employees and/or their Family Members Attempting to Claim Lottery Winnings	100% Compliance with Tex. Gov't Code Section 466.254	<p>Total Sanction = Detected Violation x Sanction Amount</p>	None	None	Per Incident	None	Claim Center Database including GTECH employees' information

No.	Title	RFP Section	Description	Amount	Trigger Example	Measure	Performance Target	Formula	Maximum Sanction	Exceptions	Measure Interval	Reporting Period	Measurement Basis
3.60.14	3.60.14 Failure to Report Significant Incidents and Anomalies	Multiple	The failure of GTECH to immediately report, as set forth in Contract Section 3.73, all significant incidents and anomalies to the Executive Director or designee may result in GTECH being assessed sanctions.	\$1,000 per occurrence per Day or part of a Day	Lottery Gaming System Incidents, Retailer Terminal Incidents, Terminal Availability Monitoring, Terminal Performance Monitoring (Transaction & Throughput)	Notification	100% Immediate Notification of all Incidents and Anomalies	Total Sanction = Days (or Part of Days) Past Due x Daily Sanction	None	None	Per Incident	None	Retailer Terminal Incident Report, Timestamps from Availability / Performance Monitoring Software, Call Center Log, Incident Management System
3.60.15	3.60.15 Failure to Timely Notify the TLC of a Change in Financial Condition, Change in Key Management, or Change of Ownership	Multiple	If GTECH fails to timely notify the Texas Lottery of a change in financial condition as described in RFP Section 4.7.2 and elsewhere in the Contract, or change of ownership or control, or change in Key Management as described in Contract Section 3.12.2 and elsewhere in the RFP, GTECH may be assessed sanctions.	\$1,000 per Day or part of a Day	Failure to Provide Timely Notice	# of Days Late on Reporting Changes in Financial Condition, Key Management Changes, or Ownership Changes	100% Timely Notice of Key Financial, Key Management, and Key Ownership Data	Total Sanction = Number of Days Late x Sanction Per Day	None	None	Per Incident	None	Financial and Management Reports
3.60.16	3.60.16 Failure to Provide Information and/or Cooperate Fully with Contract Compliance Review	6.5 Compliance Review	The failure of GTECH to provide information and/or to cooperate fully with any Contract compliance review may result in GTECH being assessed sanctions.	\$1,000 per Day or any part of a Day	Notification by Texas Lottery	Elapsed Time	100% Cooperation with Contract Compliance Reviews	Days Past Due = Compliance Date - Request Date Total Sanction = Number of Days Past Due x Daily Sanction	None	None	Per Incident	None	Notification from Auditors/Compliance Reviewers of Responsiveness
3.60.17	3.60.17 Failure to Correct Audit, Compliance and/or Security Study Findings	3.30 - Right to Audit 3.32 - Right to Additionally Audit GTECH's Operations 6.5 - Compliance Review	The failure of GTECH to take prompt corrective action in response to any Lottery audit finding may result in GTECH being assessed sanctions.	\$10,000 per incident	Incomplete Resolutions to Audit, Compliance or Security Study Findings	Incomplete Resolutions to Audit, Compliance or Security Study Findings	100% Prompt Resolution to Audit, Compliance or Security Study Findings	Total Sanction = (# of Incidences of Delayed Resolution) x \$10,000	None	Texas Lottery Written Approval	Per Review	None	Audit/Compliance/Security Study Review Findings & Resolution Tracking
3.60.18	3.60.18 Failure to Receive TLC Written Approval At Least Twenty Four (24) Hours in Advance for Visitors to the Central Distribution Warehouse	6.6 - Facilities Support Services	The failure of GTECH to give written notice to and get written approval from the Texas Lottery at least twenty-four (24) hours prior to access by any visitors to the central distribution warehouse may result in GTECH being assessed sanctions.	\$1,000 per incident	Reports from Warehouse Employees, Review of Security Camera Footage or Warehouse Sign-in Logs	Unauthorized Warehouse Visits	100% of Warehouse Visitors Approved by the Texas Lottery at Least 24 Hours in Advance of Visit	Number of Incidents = Visitors Not Approved by the Texas Lottery at Least 24 Hours in Advance Total Sanction = Incidents of Visitors Not Approved x Sanction per Incident	None	None	Per Incident	None	Warehouse sign-in sheets, Visitor Approval Records
3.60.19	3.60.19 Failure to Comply with Title 1 TAC 202 Information Security Standards	6.7 - Business Continuity and Disaster Recovery and 7.8 System Security	The failure of GTECH to take corrective action in response to any Lottery audit, study or compliance finding related to Texas Administrative Code ch. 202 - Information Security Standards, in the timeframe listed in the management response and agreed to by the Texas Lottery may result in GTECH being assessed sanctions.	\$10,000 per incident plus an additional \$10,000 per week (prorated) until the problem noted in the audit/study/compliance finding is corrected.	Incomplete Resolutions to Audit, Study or Compliance Findings	Incomplete Resolutions to Audit, Study or Compliance Findings	100% Resolution to Audit, Study or Compliance Findings within by agreed deadline	Number of Days of Delayed Resolution = Resolution Date - Resolution Due Date Total Sanction = [(# of Incidences of Delayed Resolution) x \$10,000] + [(Number of Days of Delayed Resolution / 7) x \$10,000]	None	Texas Lottery Written Approval	Per Review	None	Audit/Study/Compliance Review Findings & Resolution Tracking



No.	Title	RFP Section	Description	Amount	Trigger Example	Measure	Performance Target	Formula	Maximum Sanction	Exceptions	Measure Interval	Reporting Period	Measurement Basis
3.60.20	3.60.20 Failure to Backup and Restore Data in a Manner and/or Format for Business Processing	6.7 - Business Continuity and Disaster Recovery	The failure of GTECH to backup and restore data in a manner and/or format for business processing may result in GTECH being assessed sanctions.	\$10,000 per incident	Incomplete or Unavailable Data to Restore	Incomplete Data Backups or Restore	100% Data Backup and Restore	Total Sanction = Incident of Failed Backup and Restore x Sanction per Incident	None	None	Per Incident	None	Availability of Backup Data
3.60.21	3.60.21 Failure to Perform Retailer Training	6.8 - Training	The failure of GTECH to provide training for a retailer within 14 Working Days of approval may result in GTECH being assessed sanctions.	\$200 per incident and \$100 per Day or part of a Day	Missed Milestones	Elapsed Time	100% of Training Complete On time	Number of Days Past Due = Training Date - Required Training Date  Total Sanction = Sanction per Incident + [Number of Working Days Past Due x Sanction Per Day]	None	Texas Lottery Written Approval  Does not apply to Retailers only selling Draw Game Play Card tickets	Per Incident	Monthly	Training Logs & Schedules
3.60.22	3.60.22 Failure to Perform Retailer Retraining	6.8 - Training	The failure of GTECH to perform retraining for a retailer within seven (7) Working Days of written notice from the Texas Lottery may result in GTECH being assessed sanctions.	\$200 per incident and \$100 per Day or part of a Day	Missed Milestones	Elapsed Time	100% of Re-Training Complete on Time	Number of Days Past Due = Training Date - Required Training Date  Total Sanction = Sanction per Incident + [Number of Working Days Past Due x Sanction Per Day]	None	Texas Lottery Written Approval	Per Incident	Monthly	Training Logs & Schedules
3.60.23	3.60.23 Failure to Implement New On-Line Games	7.2.1 - On-Line Game Development	The failure of GTECH to implement any new On-Line games as scheduled may result in GTECH being assessed sanctions.	\$100,000 per Day or part of a Day	Missed Deadline for New On-Line Game	Elapsed Time	100% On Time Delivery of New Games	Number of Days Late = On-Line Game Implementation Date - On-Line Game Due Date  Total Sanction = Number of Days Late x Sanction Per Day	None	Texas Lottery Written Approval	Per Incident	None	Monitoring of On Line Game Project Schedule
3.60.24	3.60.24 Failure to Conduct Intellectual Property Search	7.2.1 - On-Line Game Development	The failure of GTECH to conduct, as required by Contract Section 3.28, all appropriate intellectual property searches (e.g., full copyright, trademark or service mark or patent searches) for all proposed Works, to ensure that the proposed Works are protectable by the Texas Lottery and do not infringe the Intellectual Property Rights of any third person or entity may result in GTECH being assessed sanctions.	\$10,000 per incident	Alleged Infringement	Completion of intellectual property Searches	100% of Intellectual Property Searches Completed	Total Sanction = Number of Incidents x Sanction Per Incident	None	None	Per Incident	None	Infringement Notification
3.60.25	3.60.25 Failure to Update Jackpot Amount Throughout the Lottery Gaming System	7.2.3 - Drawings	The failure of GTECH to enter the new estimated jackpot(s) into the Lottery Gaming System and/or IVR System within four (4) hours after the draw break process has been completed may result in GTECH being assessed sanctions.	\$10,000 per incident and \$1,000 per hour after the first hour	Retailer and Player Complaints	Elapsed Time	100% Jackpots Updated On time	Sanction Hours = Jackpot Actual Update Time - Completion of Draw – 4 Hours  Total Sanction = Incident Sanction + [Sanction Hours x Sanction Per Hour]	None	Texas Lottery Written Approval for high sales Days; for multi-jurisdiction games, any extraordinary events outside of GTECH's control.	Daily	None	Retailer & Player Complaints
3.60.26	3.60.26 Lottery Gaming System Inability to Cash Winning Tickets at a Retailer Location (All On-Line Games or All Instant Ticket Games)	7.4 - Claims and Validation	If the Lottery Gaming System will not cash any tickets for all On-Line games or any tickets for all of the available instant games due to a Lottery Gaming System problem, GTECH may be assessed sanctions after the first two (2) minutes such circumstance exists (referred to as "grace time"); provided, however, GTECH will be allowed a maximum of five (5) two-minute periods of grace time per week. This calculation will be made for all On-Line games affected or when all available instant games are affected.	\$1,000 per minute or part of a minute after two (2) minutes (maximum of five (5) 2 minute grace periods per week)	Retailer Complaints, Downtime Notification, Application Availability and Performance Monitoring Alerts, Retailer Hotline	Availability	100% Availability with up to five (5) two-minute grace periods per week	Calculated based on application availability time stamp in log file or monitoring program  Downtime = Application Availability (After Outage) Time Stamp - Application Availability (Before Outage) Time Stamp – Grace Time  Total Sanction = Downtime x Sanction per Minute	\$250,000 per Day	Texas Lottery Approved Scheduled Downtime	Per Incident	Monthly	Application Availability and Performance Monitoring Logs, Incident Management System

No.	Title	RFP Section	Description	Amount	Trigger Example	Measure	Performance Target	Formula	Maximum Sanction	Exceptions	Measure Interval	Reporting Period	Measurement Basis
3.60.27	3.60.27 Lottery Gaming System Inability to Cash Winning Tickets at a Retailer Location (Specific On-Line Game or One or More Instant Ticket Games)	7.4 - Claims and Validation	If the Lottery Gaming System will not cash a ticket for a specific On-Line game or one or more instant game(s) due to a Lottery Gaming System problem, GTECH may be assessed sanctions. This sanction will be separately calculated and assessed for each On-Line game affected and/or instant games as a whole, but not each instant game affected.	\$5,000 for first four (4) hours; \$10,000 per hour or part of an hour thereafter	Retailer Complaints, Downtime Notification, Application Availability and Performance Monitoring Alerts, Retailer Hotline	Availability	100% Availability	Calculated based on application availability time stamp in log file or monitoring program  Downtime = Application Availability (After Outage) Time Stamp - Application Availability (Before Outage) Time Stamp  Total Sanction = Downtime x Sanction per Hour	None	Texas Lottery Approved Scheduled Downtime	Per Incident	Monthly	Application Availability and Performance Monitoring Logs, Incident Management System
3.60.28	3.60.28 Lottery Gaming System Inability to Cash Winning Tickets at Texas Lottery Claim Center	7.4 - Claims and Validation	If any Texas Lottery claim center is open for business but unable to cash winning tickets and process a claim due to a Lottery Gaming System problem, GTECH may be assessed sanctions after the first two (2) minutes such circumstance exists (referred to as "grace time"); provided, however, that GTECH will be allowed a maximum of five (5) two-minute periods of grace time per week.	\$2,000 per minute or part of a minute after two (2) minutes (maximum of five (5) 2 minute grace periods per week)	Claim Center Downtime Notification, Application Availability and Performance Monitoring Alerts	Availability	100% Availability with five (5) two-minute grace periods per week	Calculated based on application availability time stamp in log file or monitoring program  Downtime = Application Availability (After Outage) Time Stamp - Application Availability (Before Outage) Time Stamp - Grace Time  Total Sanction = Downtime x Sanction per Minute	\$100,000 per Day	Texas Lottery Approved Scheduled Downtime. <a href="#">Excludes Amendment 11, Sec 6, Pre-paid Debit Solution</a>	Per Incident	Monthly	Application Availability and Performance Monitoring Logs, Incident Management System, Check Printing Log Files
3.60.29	3.60.29 Inability of the Lottery Gaming System to Conduct Retailer, Licensing, Inventory, Accounting, or Other Management Functions	7.5 - Retailer Management  7.6.1 - System Configuration and Capacity	If any Lottery Management functions required by Texas Lottery staff to conduct business (as determined by the Texas Lottery in its sole discretion) are unavailable, GTECH may be assessed sanctions after the first hour such circumstance exists (referred to as "grace time"); provided, however, that GTECH will be allowed a maximum of one (1) one-hour period of grace time per week.	\$1,000 per hour (after the first hour) and then \$500 per additional hour or part of an hour	Unavailable Instant Ticket Inventories, Retailer Management Functions, Licensing Management, or other Management Function Failures	Availability	100% Availability With one 1 Hour Grace Period Per Week	Calculated based on application availability time stamp in log file or monitoring program  Downtime = Application Availability (After Outage) Time Stamp - Application Availability (Before Outage) Time Stamp - 1 Hour  Total Sanction = Downtime x Sanction per Hour	None	Texas Lottery Approved Scheduled Downtime	Per Incident	Monthly	Management System Logs, Incident Management System
3.60.30	3.60.30 Performance Degradation	7.6.1 - System Configuration and Capacity	<del>The Lottery Gaming System's performance shall not be degraded during the daily operational sales period for more than two (2) cumulative minutes per Day or GTECH may be assessed sanctions. The Lottery Gaming System shall be deemed to be operating with degraded performance if one or more of the following conditions exist: a. 20% or more of single-wager tickets are not produced within four (4) seconds of data entry; b. 20% or more of multi-wager tickets are not produced within six (6) seconds of data entry; c. 20% or more of other transactions are not processed within eight (8) seconds.</del>	<del>\$200 per minute or part of a minute that the Lottery Gaming System functions are degraded after a two (2) minute cumulative grace period per Day</del>	<del>Automated Performance Monitoring Alerts</del>	<del>Transactions Speeds</del>	<del>Over 80% of Transactions Processed On-Time</del>	<del>Degraded Transaction = Transaction Complete Time - Transaction Start Time &gt; Transaction Deadline  Regular Transaction = Transaction Complete Time - Transaction Start Time &lt;= Transaction Deadline  Sanction Time = Degraded Performance Time End - Degraded Performance Time Begin - 2 Minute Grace Period Per Day  Total Sanction = Sanction Time x Sanction Per Minute</del>	None	None	Per Minute	Daily	Automated Performance Monitoring Software
3.60.31	3.60.31 Failure to Test Backup Lottery Gaming System	7.6.1 - System Configuration and Capacity	The failure of GTECH to test the backup Lottery Gaming System each <del>month</del> <b>quarter</b> may result in GTECH being assessed sanctions.	\$10,000 per incident	Scheduled Test Date Missed	Completion of Testing of Backup Lottery Gaming System on Schedule	100% On Time Testing of Backup Lottery Gaming System	Total Sanction = # of Missed Tests of Backup System x Sanction Per Incident	None	<del>None</del> <b>Texas Lottery Approval to skip quarterly test</b>	<del>Monthly</del> <b>Quarterly</b>	<del>Monthly</del> <b>Quarterly</b>	Backup Testing Reports



No.	Title	RFP Section	Description	Amount	Trigger Example	Measure	Performance Target	Formula	Maximum Sanction	Exceptions	Measure Interval	Reporting Period	Measurement Basis
3.60.32	3.60.32 Failure of the Lottery Gaming System to Execute Planned On-Line Promotion	7.6.3 - Sales and Marketing System General Requirements	If the Lottery Gaming System fails to execute a planned On-Line promotion as configured by IGT and approved by the Texas Lottery, IGT may be assessed sanctions. The failure to print 99.93% of all free tickets generated for any "Buy X and Get Y" promotion may result in IGT being assessed sanctions.	\$25,000 per incident and IGT must pay any additional costs incurred by the Texas Lottery from the incident (e.g., promotion runs in more areas than intended, resulting in higher prize liability borne by the Texas Lottery for more prizes being won)	Missed Milestones or Improper Execution	Elapsed Time	100% Planned Promotions Executed Successfully	Total Sanction = (Promotion Not Executed According to Plan x Sanction) + Additional Costs Incurred by Texas Lottery	None	Texas Lottery Written Approval	Per Incident	None	Promotion Go-Live Records
3.60.33	3.60.33 Failure to Provide Software Fixes and/or Enhancements	7.7 - Change and Release Management	If GTECH fails to provide software fixes and/or enhancements to the Lottery Gaming System per an agreed upon schedule, GTECH may be assessed sanctions.	\$1,000 per Day or part of a Day	Missed Milestones or Deliverables	Elapsed Time	100% On Time Delivery of Software Fixes and/or Enhancements	Days Late = Date Fix/Enhancement Delivered - Date Fix/Enhancement Due Total Sanction = Days Late x Sanction Per Day	None	None	Per Incident	None	Schedule of Fixes and/or Enhancements
3.60.34	3.60.34 Failure to Implement Change or Release Management as Required under RFP Section 7.7	7.7 - Change and Release Management	If GTECH fails to implement any change or release to the Lottery Gaming System as required under RFP Section 7.7, GTECH may be assessed sanctions.	\$25,000 per incident	Change or Release not implemented in accordance with RFP Section 7.7	Incidents	100% of Changes and Releases implemented as required in RFP Section 7.7	Total Sanction = Change or Release Not Implemented as Required x Sanction Per Incident	None	Texas Lottery Written Approval	Per Incident	None	Incidents attributable to a Change or Release Application Availability and Performance Monitoring Logs, Management System Logs, Incident Management System
3.60.35	3.60.35 Failure to Comply with Title 1 TAC 202 Resulting in a Security Incident	7.8 - System Security	The failure of GTECH to comply with Texas Administrative Code Title 1 ch. 202 - Information Security Standards, resulting in a security incident may result in GTECH being assessed sanctions.	\$100,000 per incident	System Errors, Unauthorized Access, Release of Unauthorized Data	Compliance	No Security Incidents	Total Sanction = Security Incident x Sanction Per Incident	None	None	Per Incident	None	Incidents attributable to Title 1 TAC 202 non-compliance
3.60.36	3.60.36 Failure to Provide New Reports and/or to Modify Existing Reports	7.9 - Reporting	If GTECH fails to provide new reports and/or to modify existing reports within thirty (30) Days of written request by the Texas Lottery, GTECH may be assessed sanctions.	\$1,000 per Day or part of a Day	Missed Deliverables	Elapsed Time	100% On Time Delivery of Reports	Days Late = Date Report Delivered - Date Report Requested – 30 Days Total Sanction = Days Late x Sanction Per Day	None	None	Per Incident	None	Requested Report List, List of Existing Reports

No.	Title	RFP Section	Description	Amount	Trigger Example	Measure	Performance Target	Formula	Maximum Sanction	Exceptions	Measure Interval	Reporting Period	Measurement Basis
3.60.37	3.60.37 Inability of the Internal Control System to Update Lottery Applications	7.6.2 Electronic Data Exchange 7.10 - ICS System and Vendor Requirements	If the Internal Control System fails to update Texas Lottery downstream applications, by the date and time specified in the data exchange report, due to failure of the Lottery Gaming System, GTECH may be assessed sanctions.	\$1,000 per incident for up to 4 hours; After 4 hours, \$1,000 for each hour or part of an hour	Automated Alert	On Time Application Updates	100% On Time Updates	Downtime = Application Updated Time Stamp - Application Update Deadline - 4 Hours  Total Sanction = Incident Sanction + (Downtime x Sanction per Hour)	None	This sanction shall not apply to a failure to update that occurs during implementation of a software download, enhancement or other modification, Lottery Gaming System hardware change and/or Lottery Network change for which prior written approval has been obtained from the Texas Lottery.	Per Incident	None	System Logs
3.60.38	3.60.38 Out-of-balance Condition Between ICS and Lottery Gaming Systems	7.10 - ICS System and Vendor Requirements	If an out-of-balance condition exists in transactions or amounts between ICS and the Lottery Gaming System during nightly transaction processing and is determined to be the result of the Lottery Gaming System processing, GTECH may be assessed sanctions.	\$1,000 per incident	Automated Alert	Accuracy	100% of Transactions and Amounts Between ICS & Lottery Gaming System Balance	Sanction amount for each incident when ICS balances do not equal GTECH balances	None		Per Incident	None	ICS Processing Report
3.60.39	3.60.39 Failure to Load Debit, Credit, and/or New Retailer Files From the TX Lottery into the Lottery Gaming System	7.5 - Retailer Management  7.6.2 Electronic Data Exchange  7.10 - ICS System and Vendor Requirements	The failure of GTECH to load debit, credit and/or new Retailer files received from the Texas Lottery into GTECH's Lottery Gaming System by the date and time specified in the Data Exchange Report may result in GTECH being assessed sanctions.	\$10,000 per incident and \$1,000 per hour after four (4) hours	System Errors	Elapsed Time	100% On Time Load of Debit, Credit, and New Retailer Files Into GTECH's Lottery Gaming System	Sanction Hours = File Load Time - Scheduled Load Time - 4 Hours  Total Sanction = Incident Sanction + (Sanction Hours x Sanction Per Hour)	None		Daily	None	Retailer Complaints, ICS and Lottery Gaming Software
3.60.40	3.60.40 This Section intentionally left blank.												
3.60.41	3.60.41 This Section intentionally left blank.												



No.	Title	RFP Section	Description	Amount	Trigger Example	Measure	Performance Target	Formula	Maximum Sanction	Exceptions	Measure Interval	Reporting Period	Measurement Basis
3.60.42	3.60.42 Inability of the Lottery Gaming System to Produce Accurate Terminal Reports or Make Terminal Reports Available	7.11 - System Supported Terminal Functions	If the Lottery Gaming System fails to produce accurate terminal reports, GTECH may be assessed sanctions upon identification such circumstance exists and for each additional hour that the issue is not resolved. If terminal reports are unavailable, GTECH may be assessed sanctions after the first ten (10) minutes such circumstance exists (referred to as "grace time") and for each additional hour that the issue is not resolved; provided, however, that GTECH will be allowed a maximum of five (5) ten-minute periods of grace time per week.	<u>Inaccurate Reports:</u> \$5,000 per hour for each hour or part of an hour thereafter; <u>Reports Unavailable:</u> \$5,000 per hour after 10 minutes (maximum of 5 grace periods per week) and \$5,000 per hour for each hour or part of an hour thereafter	Terminal Reports Not Received, Inaccuracies Detected in Reports	Accuracy, Elapsed Time	100% Available and Accurate Reports	Unavailable Report Sanction Hours = Time Report Received - Time Report Due - Grace Time  Inaccurate Report Sanction Hours = Time Report Corrected - Time Report Inaccuracy Identified  Total Sanction = Unavailable/Inaccurate Report Sanction Hours x Sanction Amount	\$50,000 per Day	<u>Inaccurate Reports</u> - In the Texas Lottery's sole discretion, sanctions may be assessed from the time the inaccurate report was posted if the inaccuracy causes harm to the agency's security or integrity. <u>Unavailable Reports</u> - Exception provided for start of day delay for designated terminal reports and associated reason for delay that are included on the TLC Approved Exceptions List	Per Incident	None	Terminal Reports Log
3.60.43	3.60.43 Failure to Install, Relocate or Remove Lottery Sales and/or Validation Equipment	7.12.1 - Installation, Relocation and Removal	The failure of GTECH to install, relocate, or remove lottery sales and/or validation equipment within three (3) Working Days of notification by the Texas Lottery for existing Retailers may result in GTECH being assessed sanctions. The failure of GTECH to install sales and/or validation equipment within three (3) Working Days of the training completion date for new Retailers may result in GTECH being assessed sanctions.	\$300 per Day or part of a Day per service request	Missed Milestones Training Completion Date	Elapsed Time	100% On Time Installation / Move / Removal of Lottery Sales and /or Validation Equipment	Number of Working Days Past Due = Installation, Relocation or Removal Date - Expected Install, Relocation or Removal Date  Total Sanction = Number of Working Days Past Due x Sanction Per Working Day	None	Texas Lottery Written Approval	Per Incident	Monthly	Equipment Install Plans
3.60.44	3.60.44 Failure to Install, Relocate or Remove Lottery Non-Sales Equipment	7.12.1 - Installation, Relocation and Removal	The failure of GTECH to install, relocate, or remove lottery non-sales equipment within three (3) Working Days of notification by the Texas Lottery for existing Retailers may result in GTECH being assessed sanctions. The failure of GECH to install non-sales equipment within three (3) Working Days of the training completion date for new Retailers may result in GTECH being assessed sanctions.	\$100 per Day or part of a Day per service request	Missed Milestones Training Completion Date	Elapsed Time	100% On Time Installation / Move / Removal of Non-Sales Equipment	Number of Working Days Past Due = Installation, Relocation or Removal Date - Expected Install, Relocation or Removal Date  Total Sanction = Number of Working Days Past Due x Sanction Per Working Day	None	Texas Lottery Written Approval	Per Incident	Monthly	Equipment Install Plans
3.60.45	3.60.45 Failure to Resolve a Lottery Non-Sales Equipment Problem within the Specified Timeframe	7.12.2 - Installation, Relocation and Removal 8.7 - Marketing Material and Related Equipment	The failure of GTECH to resolve all Lottery non-sales equipment problems and return the equipment to service within three (3) Days of notification may result in GTECH being assessed sanctions.	\$100 per Day or part of a Day until equipment is returned to service	Retailer Hotline, Automated Alert from Incident Management System	Response Time	100% Response and Resolution to Retailer Service Calls On Time	Number of Days Past Due = Date/Time of Return to Service - 3 Days (72 hours)  Total Sanction = Number of Days Past Due x Sanction Per Day	None	Texas Lottery Written Approval	Per Incident	Monthly	Incident Reporting, Retailer Hotline

No.	Title	RFP Section	Description	Amount	Trigger Example	Measure	Performance Target	Formula	Maximum Sanction	Exceptions	Measure Interval	Reporting Period	Measurement Basis
3.60.46	3.60.46 Call Center Answer Time	7.13 - Call Center Support	The failure of GTECH to answer 95% of all calls (answered or abandoned) in forty-five (45) seconds or less during any bi-weekly period may result in GTECH being assessed sanctions. "Bi-weekly" is defined as a fourteen (14) Day period beginning at 12 a.m. on Sunday and ending at 11:59 p.m. on Saturday. Bi-weekly periods will be considered an independent event; "rolling" bi-weekly periods will not be utilized.	\$25 per call	Review of Texas Lottery Retailer Call Center Reports, Automated Alerts	Answer Time	95% of inbound calls to be answered within forty-five (45) seconds	Answer Time = Call Answered Time - Time Reached Menu Destination  Total Sanction = [(# of calls with answer time >45 seconds) - (5% x # of inbound calls)] x \$25	Maximum Combined Sanction for Sections 3.60.46, 3.60.47, 3.60.48, and 3.60.49 within any bi-weekly period, not to exceed \$25,000	None	Bi-weekly	Monthly	Automated Call Center Reporting
3.60.47	3.60.47 Call Center Busy Signal Time	7.13 - Call Center Support	The failure of GTECH to support 99% of all calls without a busy signal during any bi-weekly period may result in GTECH being assessed sanctions. "Bi-weekly" is defined as a fourteen (14) Day period beginning at 12 a.m. on Sunday and ending at 11:59 p.m. on Saturday. Bi-weekly periods will be considered an independent event; "rolling" bi-weekly periods will not be utilized.	\$25 per call	Review of Texas Lottery Retailer Call Center Reports, Automated Alerts	Calls With Busy Signals	99% of all calls received without a busy signal	No Busy Signal Percent = # of Calls Without Busy Signal / Total Number of Calls  Total Sanction = [(# of calls with busy signal) - (1% x # of inbound calls)] x \$25	Maximum Combined Sanction for Sections 3.60.46, 3.60.47, 3.60.48, and 3.60.49 within any bi-weekly period, not to exceed \$25,000	None	Bi-weekly	Monthly	Automated Call Center Reporting, Phone Carrier Service Reporting
3.60.48	3.60.48 Call Center Abandonment Rate	7.13 - Call Center Support	The failure of GTECH to maintain a call abandonment rate less than or equal to 5% during any bi-weekly period may result in GTECH being assessed sanctions. "Bi-weekly" is defined as a fourteen (14) Day period beginning at 12 a.m. on Sunday and ending at 11:59 p.m. on Saturday. Bi-weekly periods will be considered an independent event; "rolling" bi-weekly periods will not be utilized.	\$25 per call	Review of Texas Lottery Retailer Call Center Reports, Automated Alerts	Abandonment Rate	Call Abandonment Rate not to exceed 5%	Abandonment Rate = Hang-ups After thirty (30) Seconds of Reaching Menu Destination / Total Calls Received  Total Sanction = [(# of calls with hang-ups within 30 seconds of reaching menu destination) - (5% x # of inbound calls)] x \$25	Maximum Combined Sanction for Sections 3.60.46, 3.60.47, 3.60.48, and 3.60.49 within any bi-weekly period, not to exceed \$25,000	None	Bi-weekly	Monthly	Automated Call Center Reporting
3.60.49	3.60.49 Call Center Hold Time	7.13 - Call Center Support	The failure of GTECH to maintain a maximum hold time that does not exceed two (2) minutes per call may result in GTECH being assessed sanctions.	\$25 per call	Review of Texas Lottery Retailer Call Center Reports, Automated Alerts	Call Hold Time	Maximum hold time not to exceed two (2) minutes per call	Hold Time = Time Call Center Agent Takes Retailer Off Hold - Time Call Center Agent Placed Retailer On Hold  Total Sanction = (# of calls with hold time >2 minutes) x \$25	Maximum Combined Sanction for Sections 3.60.46, 3.60.47, 3.60.48, and 3.60.49 within any bi-weekly period, not to exceed \$25,000	None	Bi-weekly	Monthly	Automated Call Center Reporting

No.	Title	RFP Section	Description	Amount	Trigger Example	Measure	Performance Target	Formula	Maximum Sanction	Exceptions	Measure Interval	Reporting Period	Measurement Basis
3.60.50	3.60.50 Call Center Availability	7.13 - Call Center Support	Any service interruption of the service desk and/or IVR System that exceeds fifteen (15) minutes per week may result in GTECH being assessed sanctions. "Weekly" is defined as a seven (7) Day period beginning at 12 a.m. on Sunday and ending at 11:59 p.m. on Saturday. Weekly periods will be considered an independent event; "rolling" weekly periods will not be utilized.	\$10,000 per hour or part of an hour after one 15 minute grace period per week	Review of Texas Lottery Retailer Call Center Reports, Automated Alerts	Call Center Availability	100% Availability of Service Desk (with one 15 minute grace period per week)	Availability = System Available Timestamp - System Down Start Timestamp - 15 minutes  Total Sanction = Availability x Sanction Per Hour	None	None	Weekly	Monthly	Automated Call Center Reporting
3.60.51	3.60.51 LSR Visits	8.4.1 - Retailer Visit	If <del>GTECH's IGT's</del> Lottery Sales Representatives fail to visit each Retailer at least once <del>during each calendar month two (2)-week-sales-cycle and a minimum of forty percent (40%) of Retailers two or more times each calendar month, GTECH-IGT</del> may be assessed sanctions.	\$250 per incident	Retailer Complaints, Exception Reports	On Time Attendance	100% On Time Attendance At Each Retailer	Retailer Sanction Incident = LSR Card Scan <del>Day Each Month for Every Retailer and More Than One Scan for Forty Percent (40%) of Retailers at Least Seven (7) Days after the First Visit-Last-LSR-Card-Scan-Day-14-Days-</del>  Total Sanction = Retailer Sanction Incident x Sanction Per Incident	None	Texas Lottery Written Approval  Does not apply to Retailers only selling Draw Game Play Card Tickets	Monthly	Monthly	Retailer Visit Report or Log
3.60.52	3.60.52 This Section intentionally left blank.												
3.60.53	3.60.53 Failure to Properly Process or Assign On-Line Ticket Stock	8.4.1 - Retailer Visit	The failure of GTECH to properly process or assign On-Line Ticket stock for Retailers may result in GTECH being assessed sanctions.	\$100 per roll	Retailer Complaints	# of Rolls of Misprocessed On-Line Ticket Stock	100% Properly Processed On-Line Ticket Stock	Total Sanction = # of Rolls of On-Line Ticket Stock Misprocessed x Sanction Per Roll	None	None	Per Incident	Monthly	Retailer Inventory
3.60.54	3.60.54 Improperly Processed Packs of Instant Tickets	8.4.2 - LSR Ticket Retrieval, Transfers & Returns	If GTECH improperly processes packs of Instant Tickets, GTECH may be assessed sanctions.	\$100 per pack	Retailer Hotline, Warehouse Scanning	# of Improperly Packaged, Damaged, or Missing Tickets	100% Properly Processed Packs of Tickets	Total Sanction = Improperly Processed Packs x Sanction Per Pack	None	None	Per Incident	Monthly	Warehouse Records, Shipping Records, Retailer Hotline
3.60.55	3.60.55 Failure to Support a Promotional Event	8.6 - Promotional Events & Retailer Promotions	The failure of GTECH to support a scheduled promotional event as required under RFP section 8.6 may result in GTECH being assessed sanctions.	\$5,000 per Day prorated across 10 hour Day	Notification to Texas Lottery of Late or Missing GTECH Staff Assigned to the Event and/or Not Fully Prepared at the Promotional	On Time Attendance, Preparation, Equipment Availability & Usability	100% support based on Texas Lottery Promotional Event Schedule	Total Sanction = (CEILING[Number of Hours Late or Equipment Unusable / 10]) x \$5,000	None	None	Per Incident	None	Promotional Event Follow-Up Reports, Problem Notifications from Event Attendees
3.60.56	3.60.56 Inability to Program the Programmable Signs	8.7 - Marketing Materials & Related Equipment	If the Lottery's interface to update programmable sign messaging is unavailable or otherwise not able to be accessed by Texas Lottery staff, GTECH may be assessed sanctions.	\$1,000 per hour or part of a hour	Retailer Complaints, Application Error Reports	Ability to Program Signs	100% Ability to Program Signs	Number of Hours Downtime = Programmable Sign Interface Available Timestamp - Programmable Sign Interface Unavailable Timestamp  Total Sanction = Number of Hours Downtime x Sanction Per Hour	None	None	Per Incident	None	Error Messages from Sign Programming Software
3.60.57	3.60.57 Inability of the Programmable Signs to Communicate	8.7 - Marketing Materials & Related Equipment	If GTECH's interface to update the programmable signs is not functioning, GTECH may be assessed sanctions.	\$1,000 per hour or part of a hour	Retailer Complaints, Application Error Reports	Ability for the Program Signs to Communicate	100% Ability to Update Signs	Number of Hours Downtime = Programmable Sign Communication Available Timestamp - Programmable Sign Communication Unavailable Timestamp  Total Sanction = Number of Hours Downtime x Sanction Per Hour	None	None	Per Incident	None	Error Messages from Sign Communication Software
3.60.58	3.60.58 Failure to Load Instant Game Files within Specified Timeframe	9.2 - New Instant Ticket Delivery and Storage	In the event GTECH fails to load Instant Ticket game files within three (3) Days of notification by the Texas Lottery, GTECH may be assessed sanctions.	\$1,000 per Day or part of a Day	Missed Milestones	Elapsed Time	100% Instant Game Files Loaded On time	Number of Days Past Due = Actual Load Time - Texas Lottery Request Received Date - 3 Days  Total Sanction = Number of Days Past Due x Sanction Per Day	None	None	Per Incident	None	Game Load Logs & Date of Texas Lottery Requests



No.	Title	RFP Section	Description	Amount	Trigger Example	Measure	Performance Target	Formula	Maximum Sanction	Exceptions	Measure Interval	Reporting Period	Measurement Basis
3.60.59	3.60.59 Instant Ticket Packs not Delivered to Texas Lottery Retailers	9.3 - Instant Ticket Delivery	The failure of GTECH to timely deliver 99.8% of Instant Ticket orders each month may result in GTECH being assessed sanctions. If any initial distribution or replenishment orders for packs of Instant Tickets received for processing at the central distribution warehouse are not delivered to the Retailer location within three (3) Working Days of such receipt, or if any emergency or special orders for packs of Instant Tickets received for processing by the central distribution warehouse are not delivered to the Retailer location within two (2) Working Days of such receipt, GTECH may be assessed sanctions.	\$700 per Order	Carrier Delivery System, Retailer Complaints	# of Undelivered or Late Delivered Ticket Orders at Retailers	99.8% On-Time Delivery of Instant Tickets to Retailers Each Month	Number of Packs Not Delivered (Initial Distribution or Replenishment Orders) = Ticket Order Received Date - Ticket Order Delivered Date - 3 Working Days  Number of Packs Not Delivered (Emergency or Special Orders) = Ticket Order Received Date - Ticket Order Delivered Date - 2 Working Days  Total Sanction = Sanction Per Order x Number of Orders Not Delivered	None	None	Per Incident	Monthly	Retailer Inventory. Shipping Records, Ticket Status Database/Application
3.60.60	3.60.60 Instant Ticket Packs not Returned to the Warehouse	9.3.1 Warehouse Instant Ticket Return Verification	If IGT fails to return Instant Ticket packs picked up from Retailers within the timeframe specified for each pack return type, IGT may be assessed sanctions.	\$100 per pack	Order Scanning at Warehouse	# of Missing/Late Returned Ticket Packs to Warehouse	100% of Returned Packs Received On Time at Warehouse	Total Sanction = Number of Instant Ticket Packs Not Returned within the Timeframe Specified for Each Pack Return Type x Sanction Per Pack	None	None	Per Incident	Monthly	Warehouse Inventory, Shipping Records, Retailer Inventory, Ticket Status Database / Application
3.60.61	3.60.61 Warehouse Instant Ticket Return Verification	9.3.1 Warehouse Instant Ticket Return Verification	If an instant ticket pack is damaged or if any tickets are stolen while tickets are in GTECH's care or custody, GTECH may be assessed sanctions.	\$100 per pack	Retailer Call, Order Scanning at Warehouse	# of Damaged or Stolen Tickets and Ticket Packs	100% of Packs/Tickets Not Damaged or Stolen	Stolen Tickets From Warehouse = Warehouse Expected Inventory - Warehouse Inventory  Stolen Tickets From Shipping = Shipping Expected Inventory - Shipping Inventory  Total Sanction = Stolen Tickets (Warehouse or Shipping) x Sanction Per Pack  Total Sanction = Damaged Tickets x Sanction Per Pack	None	None	Per Incident	Monthly	Warehouse Inventory, Shipping Records, Ticket Status Database Application
3.60.62	3.60.62 Failure to Timely Provide Accurate Annual Instant Ticket Inventory Report	9.7 Warehouse and Distribution General Requirements	The failure of GTECH to timely file, within two (2) Working Days of the Texas Lottery's August 31st fiscal year end, an accurate annual instant ticket inventory report, including the status of all inventory by game and by pack, may result in GTECH being assessed sanctions for each Day that the report is not timely filed or accurate.	\$1,000 per Day or part of a Day	Annual Inventory Reports Not Received, Inaccuracies Detected in Annual Inventory Report	Accuracy, Elapsed Time	100% Accurate & On Time Instant Ticket Inventory Report	<u>Timeliness:</u> Days Past Due = Date Accurate Reports Filed - August 31st - 2 Working Days  Total Sanction = Days Past Due x Daily Sanction  <u>Accuracy:</u> Total Sanction = Date Accurate Reports Filed - Date of Notification of Inaccuracies x Daily Sanction	None	None	Per Incident	Annually	Annual Inventory Report received by Texas Lottery and time stamped (physical) or Receive Date and Time (Texas Lottery Email)

No.	Title	RFP Section	Description	Amount	Trigger Example	Measure	Performance Target	Formula	Maximum Sanction	Exceptions	Measure Interval	Reporting Period	Measurement Basis
3.60.63	3.60.63 Failure to Cooperate Fully and in Good Faith in the Conversion to any New System	10.6 - Conversion Plan	The failure of GTECH to cooperate fully, and in good faith, to assist to the extent reasonable and practical in the conversion to any new vendor's system (including, but not limited to, providing access to the telecommunications network as required, continuing Contract services at a consistently high level without interruption during the turnover period, sharing of liability files, cross-validation of winning tickets, providing critical documentation such as instant ticket inventories, terminal inventories, system specifications, data files, job control language, program designs, procedures and all other elements required by GTECH in order for a new vendor to install and operate the games and/or to otherwise perform the services may result in GTECH being assessed sanctions for each week, and pro rata for each Day of the week, that GTECH fails to perform the services and provide the resources required by this Contract where such failure is solely attributable to GTECH's actions, at the reasonable and sole discretion of the TLC.	\$500,000 per week and pro rata per Day	Missed Conversion Milestones or Deliverables	Elapsed Time	100% Cooperation and Participation in Conversion Schedule	Total Sanction = ((Date Issue Resolved - Date of Notification) / 7) x Sanction per Week	None	Approved Changes to Texas Lottery Approved Conversion Schedule	Per Incident	Weekly During Conversion to New System	Adherence to Conversion Schedule and Deliverables
3.60.64	3.60.64 Failure to Provide a Detailed Conversion Plan w/in 45 Days of Contract Execution	10.1 - Conversion Plan	The failure of GTECH to provide a detailed Conversion Plan within 45 days of Contract execution may result in GTECH being assessed sanctions for each Day that the detailed conversion plan is not provided.	\$1,000 per Day or part of a Day	Missed Deliverables	Elapsed Time	On-time submission of detailed Conversion Plan	Number of Days Overdue = Task Completion Day Total Sanction = Number of Days Overdue x Sanction per Day	None	None	Per Day	None	Receipt of Detailed Conversion Plan
3.60.65	3.60.65 Failure to Deliver According To The Final Approved Detailed Conversion Plan	10.1 - Conversion Plan	The failure of GTECH to deliver according to the final approved Detailed Conversion Plan, may result in GTECH being assessed sanctions for each Day that the detailed conversion plan is not completed.	\$10,000 per Day or part of a Day	Missed Milestones or Deliverables	Completion % According to Conversion Plan Schedule	100% On Time Delivery	Number of Days Overdue = Task Completion Day - Project Milestone Total Sanction = Number of Days Overdue x Sanction per Day	None	Written Approval by Texas Lottery, Delay Directly Caused by the Texas Lottery	Per Incident	Weekly During Conversion to New System	Project Management System
3.60.66	3.60.66 Failure to Update ES Multi-Media System Messages or Inaccurate ESMM Messages	8.7 – Marketing Materials and Related Equipment	The failure of GTECH to update or maintain the ES Multi-Media (ESMM) system messages, or if ESMM messages are inaccurate, may result in GTECH being assessed sanctions.	\$5,000 per incident	Retailer and/or Player Complaints	Elapsed Time	100% Timely Updates	Total Sanction = Message Not Updated / Inaccurate Message x Sanction Amount	None	None	Per Incident	None	Approved Messages

No.	Title	RFP Section	Description	Amount	Trigger Example	Measure	Performance Target	Formula	Maximum Sanction	Exceptions	Measure Interval	Reporting Period	Measurement Basis
3.60.67	3.60.67 Failure to Maintain LSR Staff-to-Retailer Ratio	8.4 – Lottery Sales Representatives	The failure of <del>GTECH IGT</del> to maintain an average LSR <del>and-SMBD</del> staff-to-Retailer ratio detailed herein (measured twice annually - September through February and March through August) may result in <del>GTECH IGT</del> being assessed sanctions.  <del>Through August 31, 2012, GTECH must maintain an average ratio of 1:143; beginning September 1, 2012, through February 23, 2013, GTECH must maintain an average ratio of 1:139; from March 1, 2013, through August 31, 2013, GTECH must maintain an average ratio of 1:137. Beginning September 1, 2013, GTECH must maintain an average ratio of 1:133. Beginning March 1, 2021, IGT must maintain an average ratio of 1:1785.</del>	\$50,000 per incident, the sanction shall increase by an additional \$50,000 for each consecutive measure interval, until the staff-to-retailer ratio is met	Required average ratio is not maintained at time of measurement.	Elapsed Time	Meets staff to Retailer Ratio	<u>Staff to Retailer Ratio</u>  Average Number of LSR <del>and-SMBD</del> Positions for Period (September - February or March - August) / Average Active Retailers for Period (September - February or March - August)  Average number of LSR <del>and-SMBD</del> positions will be calculated by taking the number of current positions on the last day of each period month divided by the number of months in the period.  Average number of Active Retailers will be calculated by taking the number of Active Retailers on the last day of each period month divided by the number of months in the period  Staff to Retailer Ratio Greater than 1:1785 x Sanction Amount  e.g. staff to retailer ratio is greater than 1:1785 (Sept. to Feb.) sanction amount is \$50,000; in the immediate following interval, staff to retailer ratio is greater than 1:1785 (Mar. to Aug.), sanction amount is \$100,000; each successive interval of non-compliance thereafter increases sanction by an additional \$50,000	None	None  Does not apply to Retailers only selling Draw Game Play Card Tickets.	Twice a Year	None	Filled LSR-and-SMBD Positions
3.60.68	3.60.68 Failure to Provide IVR System Changes and/or Enhancements	Contract Amendment No.4, Section (A) and (C)	The failure of GTECH to provide IVR System changes and/or enhancements as required in Sections (A) and (C) of Contract Amendment No. 4, may result in GTECH being assessed sanctions.	\$1,000 per Day, or part of Day	Missed Milestones or Deliverables	Elapsed Time	100% On Time Delivery of IVR System Changes and/or Enhancements	Days Late = Date Change/Enhancement Delivered - Date Change/Enhancement Due  Total Sanction = Days Late x Sanction Per Day	None	None	Per Incident	None	Schedule of Changes and/or Enhancements
3.60.69	3.60.69 Failure to Update Winning Numbers for Each Draw Game in the IVR System	Contract Amendment No.4, Section (A) (11)	The failure of GTECH to update the winning numbers for each draw game in the IVR System as required in section (A)(11) of Contract Amendment No. 4 may result in GTECH being assessed sanctions.	\$1,000 per incident and \$100 per hour, or part of an hour	Winning Numbers Not Updated on IVR System	Elapsed Time	100% Update of Winning Numbers on IVR System	Sanction Hours = Winning Numbers Actual Update Time – Completion of Draw Break Process Time – 10 Minutes  Total Sanction = Incident Sanction + [Sanction Hours x Sanction Per Hour]	None	Multi-jurisdiction games, any extraordinary events outside of GTECH's control.	Daily	None	Player & Retailer Complaints
3.60.70	3.60.70 Failure to Conduct Promotional Second Chance Drawings in accordance with Texas Lottery-approved Procedures	Contract Amendment No.5 and Section 7.6.3	The failure of GTECH to conduct promotional second chance drawings in accordance with procedures approved by the Texas Lottery may result in GTECH being assessed sanctions.	\$10,000 per incident	Second Chance Drawing not conducted according to procedures	Complete and Accurate Second Chance Drawings	100% Complete and Accurate Second Chance Drawings	Total Sanction = Number of Incomplete or Inaccurate Second Chance Drawings x Sanction Amount	None	None	Per Incident	None	Schedule for Second Chance Drawings



No.	Title	RFP Section	Description	Amount	Trigger Example	Measure	Performance Target	Formula	Maximum Sanction	Exceptions	Measure Interval	Reporting Period	Measurement Basis
3.60.71	3.60.71 Invalidated Drawings	Contract Amendment No.5 and Section 7.6.3	If, as a result of GTECH's failure to follow approved procedures, the Texas Lottery invalidates the results of a completed promotional second chance drawing, then, at the Lottery's sole discretion, GTECH i) may be assessed sanctions in an amount equal to the total of any prize amounts paid to players whose entries were selected in the drawing, or, ii) GTECH instead shall be required to pay such apparent prize amounts directly to players whose entries were selected in the drawing.	Per incident equal to the total of any prize amounts paid to players whose entries were selected in the drawing	Invalidated Drawing	Invalidated Drawing	100% validated results	Total Sanction = Total Prize Amounts Paid to Players for an Invalidated Drawing	None	None	Per Incident	None	Completed Second Chance Drawing
3.60.72	3.60.72 Failure to provide entry data timely	Contract Amendment No.5 and Section 7.6.3	The failure of GTECH to provide the entry data to timely conduct each individual internet entry promotional second chance drawing, in accordance with procedures and drawing dates approved by the Texas Lottery, may result in GTECH being assessed sanctions.	\$500 per drawing for day of the scheduled draw and an additional \$2,000 per drawing for each day thereafter until the entry data is provided	Failure to Provide Entry Data Timely	Elapsed Time	100% on time delivery of entry data	Total Sanction = Per Drawing Incident Sanction + (Per Day Sanction x Number of Days of Delayed Resolution)	None	None	Per Incident	None	Schedule for Second Chance Drawing
3.60.73	3.60.73 Failure to Resolve an Instant Ticket Conveyor System or GNIE System Problem	Contract Amendment No. 7	The failure of IGT to resolve an Instant Ticket Conveyor System or GNIE System problem and return the respective system to service within two (2) Working Days of IGT's notification of such problem may result in IGT being assessed sanctions.	\$500 per Day or part of a Day until equipment is returned to service	Notification by Texas Lottery	Response Time	100% Response and Resolution to System Problems	Number of Days Past Due = Date/Time of Return to Service - 2 Days  Total Sanction = Number of Days Past Due x Daily Sanction	None	Texas Lottery Written Approval	Per Incident	None	Notification by Texas Lottery
3.60.74	3.60.74 Failure to Resolve a Mobile App Cashing Problem	Contract Amendment No. 11	<i>If the Lottery Gaming System is unable to receive prize claim submissions via the mobile application, IGT may be assessed sanctions after the first thirty (30) minutes such circumstance exists (referred to as "grace time"); provided however, that IGT will be allowed a maximum of three (3) thirty-minute periods of grace time per week.</i>	<i>\$100 per minute or part of a minute until prize claim submissions via the mobile app are returned to service after first thirty (30) minutes of downtime (maximum of three (3) thirty (30) minute grace periods per week)</i>	Player Complaints, Downtime Notification, Application Availability and Performance Monitoring Alerts	Availability	100% Availability	Calculated based on application availability time stamp in log file or monitoring program  Downtime = Application Availability (After Outage) Time Stamp - Application Availability (Before Outage) Time Stamp  Total Sanction = Downtime x Sanction per Minute	\$10,000 per Incident	Texas Lottery Approved Scheduled Downtime	Per Incident	None	Application Availability and Performance Monitoring Logs, Incident Management System

Title	RFP Section	Description	Amount	Trigger Example	Measure	Performance Target	Formula	Maximum Sanction	Exceptions	Measure Interval	Reporting Period	Measurement Basis
3.61.5 On-Line Game Unavailability	7.6.1 – System Configuration and Capacity	If any On-Line Game is unavailable for sales due to a Lottery Gaming System problem, liquidated damages may be assessed. The first two (2) minutes of down time for sales will be grace time, up to a maximum of ten (10) minutes of grace time per week. Forty percent (40%) of the previous fourteen (14) Days average per minute sales for the same affected game, for the same time of Day corresponding to the period the game is unavailable, will be multiplied by the number of minutes of down time to compute liquidated damages. If the down time is within ten (10) hours of that game's drawing, a sixty percent (60%) factor will be used in lieu of forty percent (40%). This calculation will be made for each affected On-Line Game.	40% of an average "per minute" sales Day  60% of an average "per minute" sales Day within 10 hours of drawing Grace Time of 2 minutes; maximum of 5 grace periods per week	Retailer Complaints, Downtime Notification, Application Availability and Performance Monitoring Alerts, Retailer Terminal Hotline	On-Line Gaming System Availability	100% Availability of On-Line Games	Downtime for First 5 Instances Per Week = Application Availability (After Outage) Time Stamp - Application Availability (Before Outage) Time Stamp - 2 Minutes  Downtime After First 5 Instances = Application Availability (After Outage) Time Stamp - Application Availability (Before Outage) Time Stamp  Total Damages = Downtime x Damages	\$250,000 per Day	None	Per Incident	Monthly	Availability and Performance Monitoring Log Files for Applications
3.61.6 Inability of the Texas Lottery Retailer Terminals to Communicate with the Lottery Gaming System	7.6.1 – System Configuration and Capacity 7.14. Communications Network	If Texas Lottery Retailer terminals are unable to communicate with the Lottery Gaming System due to a problem with GTECH's hardware, software, communications network, or the Lottery Gaming System is down, liquidated damages may be assessed. The first two (2) minutes of down time for sales will be a grace period, up to a maximum of ten (10) minutes of grace time per week. Forty percent (40%) of the previous fourteen (14) Days average per minute sales for the same affected game, for the same time of Day corresponding to the period the game is unavailable, will be multiplied by the number of minutes of down time to compute liquidated damages. If the down time is within ten (10) hours of that game's drawing, a sixty percent (60%) factor will be used in lieu of forty percent (40%). This calculation will be made for each affected On-Line Game.	40% of an average "per minute" sales Day  60% of an average "per minute" sales Day within 10 hours of drawing Grace Time of 2 minutes; maximum of 5 grace periods per week	Retailer Complaints, Downtime Notification, Application Availability and Performance Monitoring Alerts, Retailer Terminal Hotline	Connectivity to On-Line Gaming System	100% Availability of Lottery Gaming System	Downtime for First 5 Instances = Application Availability (After Outage) Time Stamp - Application Availability (Before Outage) Time Stamp - 2 Minutes  Downtime After First 5 Instances = Application Availability (After Outage) Time Stamp - Application Availability (Before Outage) Time Stamp  Total Damages = Downtime x Damages	\$250,000 per Day	None	Per Incident	Monthly	Availability and Performance Monitoring Log Files for Applications and Communications Network
3.61.7 Failure to Resolve Terminal and Related Sales Equipment Problems.	7.12.2 – Maintenance and Repair	If GTECH fails to respond to Retailer calls for terminal maintenance and correct terminal problems that affect the ability to sell or validate tickets (including, but not limited to, inadequate On-Line Ticket stock, printer out of ink, terminal down time, service degradation, and communication problems), and return the equipment to service within four (4) hours of the time of the service call, liquidated damages may be assessed against GTECH equal to seventy-five percent (75%) of the Average Hourly Sales for the affected Terminal per Day calculated over the last ten (10) Days. Average Hourly Sales are calculated based on 23.5 hours Lottery Gaming System sales hours.	75% of Avg. Hourly Sales for Terminal in Last 10 Days	Self Reporting Terminals tied to GTECH's Incident Management System, Call from Retailer	Ability of Sales Terminals to Produce and Validate Tickets	100% Resolution within four (4) hours	Outage Hours = Time Stamp when the device is functional again - Time Stamp when the device stopped working  Average Hourly Sales = Total Daily Sales/23.5 hours  Damages = [75% x (Avg. Hourly Sales for Terminal During Last 10 Days)] x (Outage Hours - 4 Hour Grace Period)	None	30 minute maint. window; Retailer store hours; and 30 minute start of day exception for Self Service Terminals and Related Sales Equipment to allow auto-sign on	Per Incident	Monthly	Terminal Downtime Report, Terminal and Network Monitoring Logs, Incident Management System
3.61.8 Unassigned Packs of Instant Tickets Missing from the Warehouse	9.3 – Instant Ticket Delivery	GTECH may be assessed liquidated damages for unassigned Instant Tickets missing from the warehouse.	Face value of each pack	Order Scanning at Warehouse	# of Missing Unassigned Instant Tickets Packs from Warehouse	100% of Unassigned Ticket Packs in Warehouse	Total Damages = Unassigned Tickets Missing From the Warehouse x Damages	None	None	Per Incident	Monthly	Warehouse Inventory, Ticket Status Database / Application
3.61.9 Inability of the Lottery Gaming System to Confirm or Activate Instant Ticket Packs	7.11 - System Supported Terminal Functions	If Texas Lottery Retailers are unable to confirm or activate Instant Ticket packs due to a Lottery Gaming System issue, GTECH may be assessed liquidated damages after the first five (5) minutes such circumstance exists (referred to as "grace time") and for each additional minute that the issue is not resolved; provided, however, that GTECH will be allowed a maximum of five (5) five-minute periods of grace time per week. Twenty-five percent (25%) of average per minute Instant Ticket activation dollar amounts for the same time of day for previous (seven) 7 days for affected Retailers.	After five (5) minutes (maximum of 5 grace periods per week) and then 25% of average per minute Instant Ticket activation dollar amounts for the same time of day for previous (seven) 7 days for affected Retailers.	Retailer Complaints, Instant Ticket Warehouse Complaints, Downtime Notification, Application Availability and Performance Monitoring Alerts	Availability	100% Availability with five (5) five-minute grace periods per week	Calculated based on application availability time stamp in log file or monitoring program  Downtime = Application Availability (After Outage) Time Stamp - Application Availability (Before Outage) Time Stamp - Grace Time  Total Sanction = [(Avg Per Minute Instant Ticket Activation Dollar Amount) x (25%)] x Downtime	\$250,000 per Day	Texas Lottery Approved Scheduled Downtime	Per Incident	Monthly	Application Availability Monitoring Logs, Incident Management System