



AMENDMENT NO. 9
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 and Amendment No. 8 effective October 13, 2016 (collectively, the "Contract");

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), only written agreements approved by the Commission and signed by the Executive Director of the Texas Lottery 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 6.6, Table 17, Detail Requirement 15 is replaced in its entirety with the following:
 15. The central distribution warehouse or **other approved comparable facility** must contain a minimum of ten thousand (10,000) square feet of secured space with controlled or limited access reserved exclusively for Texas Lottery use, and exclusive of the warehouse space for storing Scratch Tickets, Draw Game Ticket stock and other materials and exclusive of the office and storage space referenced in #14 of this Section.

2. Section 7.4, Table 36, Detail Requirement 24 is replaced in its entirety with the following:
 24. The ~~Successful Proposer's~~ IGT system must provide the ability to verify zip code and addresses in all states of the United States, and US jurisdictions, ~~Canada and Mexico~~. The address must validate with United States Postal Services (USPS) requirements.
3. Section 7.5, Table 39, Roles and Responsibilities 7 is replaced in its entirety with the following:
 7. ~~Prints and mails the required forms for reporting~~ IGT shall provide the Texas Lottery all the data needed to report Retailer's income to the required tax reporting entity. This includes, but is not limited to, IRS 1099 miscellaneous forms.
4. Section 7.11, Table 61, Detail Requirement 19 is deleted.

~~19. The Lottery Gaming System must allow Retailers to order Instant Tickets at anytime, through the Sales Terminal, in addition to ordering in response to a telemarketing call. The system must provide controls to manage this automated ordering process.~~
5. Section 7.11, Table 61, Detail Requirement 20 is replaced in its entirety with the following:
 20. ~~The Successful Proposer~~ IGT must provide an inventory system, ~~using the Retailers Sales Terminal system~~, to track and maintain inventory of all signage and related Lottery equipment (e.g., playstations, neon signs, etc.) as requested by the Texas Lottery.
6. Section 7.12.2, Table 69, Detail Requirement 9 is replaced in its entirety with the following:
 9. If a Retailer location has a chronic equipment problem, the Texas Lottery may request that ~~the Successful Proposer~~ IGT monitor the Retailer location closely and keep in contact with the Retailer for specified period of time to assure the problem is corrected. ~~"Chronic" is defined as four (4) or more service calls for any reason in a consecutive ninety (90) day period.~~ "Chronic" is defined as three (3) or more service calls for the same piece of equipment and the same reason in a ninety (90) day period. At the sole request of the Texas Lottery, ~~the Successful Proposer promptly~~ IGT shall promptly remove, and replace equipment with chronic problems.
7. Section 8.5, Table 92, Detail Requirement 19 (Amendment No. 7) 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; ~~of the conclusion of the contest. Upon approval of the list by the Texas Lottery, IGT must~~ (ii) deliver the prizes to the winning Retailer(s) within ~~thirty (30)~~ forty-five (45) Working Days; and (iii) provide signed receipts

from the winning Retailer(s) to the Texas Lottery within ~~forty five (45)~~ 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.

8. Section 9.3, Table 105, Detail Requirement 10 is replaced in its entirety with the following:

10. The Successful Proposer shall develop and use a procedure and process to document the delivery of tickets and ~~obtain signed delivery~~ verification of receipts from individual Retailers.

9. Section 9.3, Table 105, Detail Requirement 11 is replaced in its entirety with the following:

11. The Successful Proposer must maintain ~~written~~ proof of delivery of ticket orders and provide such documentation ~~or proof of retailer order confirmation~~ to the Texas Lottery within four (4) business hours of request. ~~The document must include the signature of~~ Upon request, the Successful Proposer must provide documentation that identifies the party who received the Instant Ticket order.

10. Contract Amendment No. 3, Section 8, Change Requests, is deleted, including referenced Exhibit B.

~~8. The Texas Lottery, at its sole discretion, may issue Change Requests (CR's) in the form attached hereto as Exhibit B to the Statement of Work (Parts 6 through 10 of the RFP and the Additional Requirements in Part 4 of the Contract) to meet certain agency business needs. Exhibit B is incorporated into this Amendment No. 3 for all purposes. Change Requests will be used to modify, revise or clarify the Statement of Work, but shall not materially amend or modify the Contract or any sanction or liquidated damages provision. CR's may include, but not be limited to, changes to due dates for designated reports, realignment of GTECH staffing and organizational structure, minor changes to business processes, etc. The Texas Lottery and GTECH will jointly develop and agree in writing to all CR's, which, at minimum, will include a summary of the detail requirement/ role and responsibility/service level requirement provision to be changed, the Contract section reference, a CR tracking number and implementation date. Change Requests are limited in scope and are in addition to, and not in lieu of, amendments to the Contract pursuant to Section 3.4. A Change Request will not be deemed effective unless signed by authorized representatives of the Texas Lottery and GTECH.~~

11. 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.

12. This Amendment shall be effective upon execution by both Parties.

[SIGNATURE PAGE FOLLOWS]

TEXAS LOTTERY COMMISSION

By: *Gary Grief*
GARY GRIEF
EXECUTIVE DIRECTOR

11-1-18
(Date)

IGT GLOBAL SOLUTIONS CORPORATION

By: *Joseph S. Gendron*
(Signature)

Joseph S. Gendron
(Printed Name)

COO, Lottery
(Title)

10/30/18
(Date)