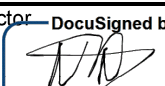
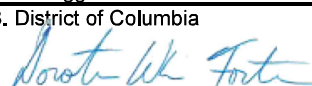


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|--|---|--------------------------------------|---|--|-----------------------------------|
| AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT | | 1. Contract Number CFOPD-19-C-041 | | Page of Pages | |
| | | | | 1 | Attachment A |
| 2. Amendment/Modification Number 09 | | 3. Effective Date See 16 C below | | 4. Requisition/Purchase Request No. | |
| | | | | 5. Solicitation/Contract Caption Sports Wagering, Lottery Gaming Systems and Related Services | |
| 6. Issued by: Office of the Chief Financial Officer Office of Contracts 1100 4 th Street, S.W. Suite E620 Washington, D.C. 20024 | | | 7. Administered by (If other than line 6) Office of Lottery and Gaming 2235 Shannon Place, SE Washington, DC 20020 | | |
| 8. Name and Address of Contractor (No. street, city, county, state and zip code) Intralot, Inc. 11360 Technology Circle Duluth, GA 30097 Contact: Terry Patterson - COO email: Terry.Patterson@Intralot.us Tel: 678-473-7200 Code _____ Facility _____ | | | 9A. Amendment of Solicitation No. | | |
| | | | 9B. Dated (See Item 11) | | |
| | | | X 10A. Modification of Contract/Order No. CFOPD-19-C-041 | | |
| | | | 10B. Dated (See Item 13) July 16, 2019 | | |
| 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS | | | | | |
| <input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) BY separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. | | | | | |
| 12. Accounting and Appropriation Data (If Required) | | | | | |
| 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14 | | | | | |
| X | A. This change order is issued pursuant to (Specify Authority): 27 DCMR Section 3601.2(c) and Section 1.8 of the Contract | | | | |
| | B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data etc.) set forth in item 14, pursuant to the DC Financial Responsibility and Management Assistance Authority. | | | | |
| | C. This supplemental agreement is entered into pursuant to authority of: | | | | |
| | D. Other (Specify type of modification and authority) | | | | |
| E. IMPORTANT: Contractor <input type="checkbox"/> is not <input checked="" type="checkbox"/> is required to sign this document and return _____1____ copies to the issuing office. | | | | | |
| 14. Description of Amendment/Modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.) The Contract is hereby modified as reflected on Attachment A: All other terms and conditions shall remain unchanged. | | | | | |
| Except as provided herein, all terms and conditions of the document is referenced in Item 9A or 10A remain unchanged and in full force and effect. | | | | | |
| 15A. Name and Title of Signer (Type or print) Nikos Nikolakopoulos CEO | | | 16A. Name of Contracting Officer Drakus Wiggins or Dorothy Whisler Fortune, Esq. CPPO | | |
| 15B. Name of Contractor — DocuSigned by:  (Signature of person authorized to sign) | | 15C. Date Signed 3/7/2024 | 16B. District of Columbia  (Signature of Contracting Officer) | | 16C. Date Signed March 8, 2024 |

ATTACHMENT A

**MODIFICATION NO. 9
CONTRACT NO. CFOPD-19-C-041
SPORTS BETTING, LOTTERY GAMING SYSTEMS
AND RELATED SERVICES**

- 1. Contract No. CFOPD-19-C-041, Sports Betting, Lottery Gaming Systems and Related Services (“Contract”) section B.4.8, as previously amended, is deleted in its entirety and replaced with the following:**

B.4.8 Sports Betting

B.4.8.1 Intralot, Inc. (“Contractor”) shall provide Office of Lottery and Gaming (“OLG”) with a FanDuel branded sportsbook (“Third-Party Sportsbook”), including online (mobile application and website) and retail based sports betting.

(a) Contractor shall assume all expenses of operating the Third-Party Sportsbook, including but not limited to the following:

- (1) Hardware, terminals, and equipment;**
- (2) Telecommunications network and equipment;**
- (3) Software development and maintenance;**
- (4) Customer service center (Hotline);**
- (5) Banking services;**
- (6) Payment processing;**
- (7) Player bonusing;**
- (8) Retailer commissions;**
- (9) Retailer consumables;**
- (10) Retailer and OLG staff training; and**
- (11) Advertising, marketing, signage point of sale materials, and promotional materials.**

(b) Any expense under the Contract of operating the Third-Party Sportsbook not specifically assigned to OLG under the Contract shall be the responsibility of Contractor.

(c) Retailer commissions of not more than five percent (5%) for sports betting retail sales and not more than one percent (1%) for sports betting winnings

cash at OLG retail locations shall be a reimbursable expense to OLG paid by Contractor. Reimbursement shall be made by a direct payment to OLG by Contractor within thirty-seven (37) days of receiving invoice from OLG.

B.4.8.2 OLG Gross Gaming Revenue Share. OLG shall receive forty percent (40%) of Gross Gaming Revenue (“**OLG Share**”). Gross Gaming Revenue is defined to be total amount wagered by customers (i.e., handle) less total winnings paid out to customers from the operation of the Third-Party Sportsbook in the reported period.

B.4.8.3 Platform Conversion Fee and Minimum Guaranteed Payments to OLG

(a) Platform Conversion Fee.

(1) No later than thirty-seven (37) days following the effective date of this Contract modification (“**Effective Date**”), Contractor shall pay OLG a non-refundable platform conversion fee of five million dollars (\$5,000,000) (“**Platform Conversion Fee**”) against OLG’s Share for the period between the date when the Third-Party Sportsbook begins to accept wagers and July 15, 2024 (“**Contract Stub Year**”).

(2) No additional payments will be due for the OLG Share during the Stub Year and, if the Contract is extended, during the first Contract Extension Year (July 16, 2024 through July 15, 2025) until the OLG Share exceeds the amount of the Platform Conversion Fee. However, the Platform Conversion Fee is non-refundable even in the event of the expiration or earlier termination of the Contract.

(b) OLG Share Annual Minimum Guarantee. If the Contract term is extended, and as a separate obligation to the five million dollar (\$5,000,000) Platform Conversion Fee, Contractor guarantees that the OLG Share shall be at least five million dollars (\$5,000,000) in the first Contract Extension Year beginning on July 16, 2024, and at least ten million dollars (\$10,000,000) in each subsequent Contract Extension Year (“**OLG Annual Guarantee**”).

(c) If the Contract is extended, no later than August 31, 2025, and each subsequent August 31st during each Contract Extension Year, Contractor shall pay OLG the difference between the OLG Annual Guarantee for the immediately preceding Contract Year and the total OLG Share payable for such Contract Year, solely in the event that the OLG Share for such Contract Year is less than the OLG Annual Guarantee for such Contract Year.

2. Contract section C.9.4 is amended to delete subparagraphs (f) and (g) in their entirety.

3. Contract section C.12.17 is deleted in its entirety and replaced with the following:

C.12.17 Fraud Prevention Services

Contractor has the responsibility to demonstrate that every reasonable measure has been taken to prevent fraudulent activity on the System. The following Guiding Principles establish a minimum standard with respect to Fraud Prevention.

- (a) Take every reasonable step to identify, assess and manage the risks linked to illegal wagering and sports wagering fraud.
- (b) Support and encourage stakeholder engagement to effectively identify and prevent illegal wagering and sports wagering fraud.
- (c) Conduct regular needs-assessments to verify compliance with existing legislation of District of Columbia and Federal regulations to help prevent illegal wagering and/or sports wagering fraud.
- (d) At regular intervals, verify that all parties involved in the sports wagering operations are aware of, and trained in, their role in preventing illegal wagering and sports wagering fraud.
- (e) Establish definitive parameters and processes for combating illegal wagering and sports wagering fraud.
- (f) Help identify, define and report any conduct, or pattern of unusual or suspicious behavior, in relation to illegal wagering and sports wagering fraud.
- (g) Support investigations into potential offenses related to illegal wagering and sports wagering fraud.
- (h) Provide OLG, fraud investigators and prosecutors with the necessary resources and support to enable them to perform their work related to illegal wagering and sports wagering fraud.
- (i) Provide OLG with internal and external investigative fraud reports.
- (j) Provide OLG with internal and external audit reports on the effectiveness of anti-fraud programs or measures.

4. Contract section C.12.18 is deleted in its entirety and replaced with the following:

C.12.18 Anti-Money Laundering (AML) Services

OLG is committed to the prevention and detection of money-laundering schemes involving its operations.

- (a) Contractor shall implement and adhere to FinCEN and accepted AML protocols, practices and procedures that are designed to prevent unlawful activity, as these are

incorporated and followed within the offered Risk Management System and Services and provide the necessary data indicating possible money laundering activity, partially or in full.

- (b) Contractor shall perform its obligations in conformity with high ethical standards and in compliance with all applicable laws and regulations.
- (c) Contractor shall be able to ensure that service shall not be provided where there is good reason to believe that transactions are associated with money laundering activities unless instructed otherwise by the relevant authorities.
- (d) Contractor shall have effective training programs to ensure that their staff is well informed with respect to all applicable AML procedures.
- (e) Contractor shall file Suspicious Activity Reports with FinCEN in accordance with 31 CFR § 1021.320 and a copy of filing shall be provided to OLG's designated representative on AML matters.
- (f) Contractor shall file Currency Transaction Reports with FinCEN in accordance with 31 CFR § 1021.311 and a copy of filing shall be provided to OLG's designated representative on AML matters.
- (g) Contractor shall provide to OLG's designated representative on AML matters reports of unusual activity that it decided did not meet the criteria of suspicion. These types of reports are often referred to as "Non-SAR or No-SAR cases."
- (h) Contractor shall provide to OLG's designated representative on AML matters internal and external independent audit reports on the effectiveness of their AML program relative to District of Columbia operations.

5. Contract section C.13 is amended to add new section C.13.7:

C.13.7 Conversion to Sports Wagering Platform

- (a) Third-Party Sportsbook's mobile application and website shall be operational on or before April 15, 2024.
- (b) Contractor shall use its best efforts to have Third-Party Sportsbook's retail operations active on or before July 14, 2024.
- (c) GambetDC shall remain operational until transition to the Third-Party Sportsbook is complete, all GambetDC wagers have been settled, and players have been refunded funds from their GambetDC accounts.
 - (1) Contractor may cease sales functionality from GambetDC's mobile application and website after the Third-Party Sportsbook mobile application and website become operational. Notwithstanding the forgoing, GambetDC's mobile application and website must remain supported and

functional for the limited purposes of settling all wagers, refunding players all funds from their GambetDC player accounts, and providing players with a final accounting of their GambetDC player accounts.

- (2) Contractor may cease operation of GambetDC retail sales after transition to Third-Party Sportsbook retail sales become operational. Notwithstanding the forgoing, GambetDC's retail operations shall remain supported and functional for the limited purpose of allowing retail wagers to be settled.
 - (3) Contractor shall maintain and support GambetDC's OLG Prize Center operations until all wagers have been settled.
- (d) Contractor shall provide (install, operate, and maintain) the sports betting platform for both the retail network as well as online and mobile. Contractor shall also provide all risk and trading managed services for the smooth operation of the Third-Party Sportsbook product.
 - (e) All reports and data currently available under the Orion and BOS platforms, or equivalent, including but not limited to files necessary for retailer bank account sweeps, and tax reporting and withholdings, shall be made available to OLG under the Third-Party Sportsbook's platform.
 - (f) Contractor shall provide a detailed transition plan for online, mobile and retail sports betting platforms and programs to OLG no later than 10-days after approval of the Contract Modification.

6. Contract section C.13 is amended to add new section C.13.8:

C.13.8 Legacy system and Data

- (a) Contractor shall supply all equipment software licenses and training necessary for OLG to readily access legacy data from the GambetDC sports betting system.
- (b) Contractor shall provide OLG with reports generated from the legacy GambetDC sports betting system as required by OLG.

7. Contract Section I.18 is amended to add new numbered paragraph 7:

7. Third Party Sportsbook Player and Transaction Data

Notwithstanding anything contained in the Contract to the contrary, the following provisions shall apply to sports wagering player and transaction data generated pursuant to this Contract by the Third Party Sportsbook (Player and Transaction Data):

- a. All player data generated pursuant to this Contract (Player and Transaction Data) shall be the property of the Third Party Sportsbook.

- b. OLG shall have the right to access Player and Transaction Data for any purpose during the term of the Contract and any extensions thereof.
- c. Additionally, OLG shall have the right to access Player and Transaction Data for audit and administrative purposes for a period of five (5) years after termination of the Contract.

8. The Contract is amended to add section I.18.B.5.4 as follows:

- 4. The software escrow obligations contained in Contract sections H.11(e), H.15.4, and I.18.B.5 shall not be applicable to the Third Party Sportsbook's gaming system software.

9. The Contract is amended to add new section G.8 as follows:

G.8 Contractor's Payment Obligations to OLG

Contractor's payment obligations to OLG under the Contract shall survive the expiration of the Contract term and any extension thereof.

10. The Contract Glossary of Terms is Amended to add the following definitions:

Contract Extension Year means July 16 through July 15.

Contract Stub Year means the dates between when the Third-Party Sportsbook begins to accept wagers and July 15, 2024.

Gross Gaming Revenue means total amount wagered by customers (i.e., handle) less total winnings paid out to customers from the operation of the Third-Party Sportsbook in the reported period.

OLG Annual Guarantee means the minimum guarantee required by Section B.4.8.3 of the Contract.

OLG Share means forty percent (40%) of Gross Gaming Revenue.

Third-Party Sportsbook means a FanDuel branded sportsbook.

- 11.** Except as expressly amended or modified hereby, all terms, conditions and provisions of the Contract are and shall remain in full force and effect and all references therein to such Contract shall henceforth refer to the Contract as modified by this Amendment. This Amendment shall be deemed incorporated into, and made a part of, the Contract.