

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT		1. Contract Number CFOPD-19-C-041		Page of Pages 1 Attachment A	
2. Amendment/Modification Number 03		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: Code		7. Administered by (If other than line 6)	
Office of the Chief Financial Officer Office of Contracts 1100 4 th Street, S.W. Suite E610 Washington, D.C. 20024		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: Nick Papadoglou email: nick.papadoglou@intralot.us Tel: 202 649 1000 Code Facility		9A. Amendment of Solicitation No.		9B. Dated (See Item 11)	
		10A. Modification of Contract/Order No. X 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 I.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) Byron E. Boothe, Jr.		16A. Name of Contracting Officer Drakus Wiggins			
15B. Name of Contractor Byron E. Boothe Jr.		15C. Date Signed 12/16/2020		16B. District of Columbia 16C. Date Signed 12/16/2020	
(Signature of person authorized to sign)		(Signature of Contracting Officer)			

ATTACHMENT A

**MODIFICATION NO. 3 OF CONTRACT NO. CFOPD-19-C-041
SPORTS BETTING, LOTTERY GAMING SYSTEMS
AND RELATED SERVICES**

Delete Section C.9.5 Player Banking Services of Contract and replace with Sections C.9.5 as follows:

C.9.5 Player Banking Services

- (a) The Contractor is required, to the extent applicable, to ensure that all third-parties including financial institutions and credit card processors, each of which is engaged to carry out iLottery and Sports Wagering and shall have access to credit/debit card nonpublic cardholder data, shall adhere to the Payment Card Industry (“PCI”) Data Security requirements and pursuant to their agreements with the Contractor, shall have agreed to the following:
- (1) That the applicable subcontractors are responsible for security of cardholder data in their possession;
 - (2) That such nonpublic cardholder data can ONLY be used for assisting the OLG in completing a transaction, supporting a loyalty program, supporting the District, providing fraud control services, or for other uses specifically allowed by law;
 - (3) That the Contractor shall provide business continuity in the event of a major disruption, disaster, or failure;
 - (4) That the Contractor shall contact the OLG to advise it of any breaches discovered in data security where a Cardholder’s “personal information” or “PI” (as such term is defined in the ID Theft Protection Act) has been compromised;
 - (5) That in the event of a security intrusion, the Payment Card Industry representative, or a Payment Card Industry approved third-party, shall be provided, by the applicable subcontractor, with full cooperation and access to conduct a thorough security review and the review shall validate compliance with the Payment Card Industry Data Security Standard for protecting Cardholder data;
 - (6) That the applicable subcontractors shall properly dispose of nonpublic Cardholder data when no longer needed;
 - (7) That the applicable subcontractors shall continue to treat nonpublic Cardholder data as confidential upon termination of the iLottery and/or Sports Wagering Program; and
 - (8) That each subcontractor shall provide the OLG with documentation verifying PCI Data Security certification has been achieved and shall advise the OLG of all failures to comply with the PCI Data Security Requirements (which failures include, but are not limited to system scans and self-assessment questionnaires), and shall provide a time line for corrective action; provided that, if the subcontractors are listed on the Validated Service Provider list, the OLG shall not require any other certification, and if the subcontractor is not listed on the

Validated Service Provider list, the OLG shall receive a copy of such subcontractor's Attestation of Compliance and its most recent scan (performed by a qualified scan vendor), which documents shall be provided annually with proof of quarterly scans from such subcontractors for OLG approval.

- (b) Contractor shall provide software and services that allow players to transfer funds to and from a virtual wagering account ("VWA"). The System shall support configurable fees, by each payment mechanism available (e.g. credit card transfers vs. ACH transfers), for OLG to designate and assess the player upon the transferring of funds to and from a VWA. Fees shall be configurable in real-time and not require software development to perform a change. For transfer of funds into a VWA, any applicable fees shall be charged to the originating payment source and not deducted from the VWA.
- (c) Funding limits, both minimums and maximums, by payment mechanism shall be configurable within the System. Configurable limits shall include daily, weekly, monthly and yearly parameters. The OLG shall designate funding limits according to the District of Columbia Regulations that apply to Sports Wagering and iLottery. Contractor may advise the OLG regarding any limits that may be necessary to minimize exposure to possible fraud activities. The System shall provide other rules and configurable settings that mitigate possible payment fraud activities.
- (d) The Contractor shall hold VWA funds in an FDIC insured bank account or as otherwise approved by OLG. The Contractor shall provide all banking services necessary to add funds to VWA's including, but not limited to, providing gateway, acquiring processor and acquiring bank. Each of the banking services subcontractors are subject to OLG approval. The System shall support open architecture for integrating banking services subcontractors as necessary by the Contractor. It is desirable for the Contractor to maintain robust transaction routing capabilities for alternative banking services.
- (e) As a part of the VWA, the Contractor shall establish a player custodial account and a sweep account.
 - (i) The Contractor shall fund the player custodial account with deposits made to player wallets, wagers placed by bettors and wagers won by bettors. Funds deposited in the player custodial account, although appearing as part of the Contractor's financial statements, shall only be withdrawn or transferred in accordance with the terms of this Contract. Funds deposited in the player custodial account shall not be assigned, pledged or used as collateral for any security interest.
 - (ii) The Contractor shall fund the sweep account with wagers lost by bettors. Funds deposited in the sweep account, although appearing as part of the Contractor's financial statements, shall only be withdrawn or transferred in accordance with the terms of this Contract. Funds deposited in the sweep account shall not be assigned, pledged or used as collateral for any security interest.
 - (iii) The Contractor shall remove all funds resulting from lost wagers from the player custodial account and transfer those funds into the sweep account at minimum on a monthly basis.
 - (iv) The Contractor shall monitor the accounts daily and perform bank reconciliations on a monthly basis. The bank reconciliations shall be provided to the OLG upon request. The Contractor shall investigate and resolve all transactional chargebacks, shortages and unauthorized withdrawals and deposits; and provide a description of the cause and resolution.
 - (v) The Contractor shall provide online access to the OLG for all related bank accounts and third-party vendor platforms.

- (f) The Contractor shall pay the third-party fees and submit an invoice to the OLG for reimbursement for the third-party fees.
- (g) After reconciliation of the sweep account and the player custodial account, the Gross Gaming Revenue (GGR), as defined by section B.4.8(5) of the Contract shall be determined by the OLG. The GGR shall constitute District funds. The Contractor shall remit one hundred percent (100%) of the GGR to the OLG within three (3) business days of electronic invoicing by the OLG. Invoicing of the GGR by the OLG shall generally occur on a monthly basis but may occur more frequently as required by the OLG. The Contractor shall remit the GGR electronically using the payment information contained on the bottom of the OLG invoice. The OLG will pay the Contractor, in accordance with sections B and G.2 of the Contract, after the GGR has posted to the OLG's bank account and upon receipt of a proper invoice from the Contractor. Any invoice received by the OLG prior to the posting of the GGR to the OLG's bank account shall be considered an improper invoice and rejected by the OLG.
- (h) Failure of the Contractor to timely transfer funds in accordance with the terms of this Contract or instructions issued by the District shall be considered a material breach of the Contract and the District may, in its sole discretion, take any of the following actions: (i) Deduct the delinquent amount of funds from any amounts owed by the District to Contractor; or (ii) make a claim for the delinquent amount of funds against Contractor's performance bond, provided however, no such claim against contractor's performance bond will be made unless insufficient funds are available under subsection (i) to cure the breach and until Contractor is given written notice by the OLG of its intent to make such a claim and Contractor is provided an opportunity to cure within the succeeding 2 business days.
- (i) Contractor shall act as the Merchant of Record and shall be responsible for all payment acceptance, dispute resolution handling, indemnification of payment fraud and all expenses associated with these services.
- (j) Contractor shall provide the OLG with web-accessible reporting tools that provide access to data related to banking services activities. This includes, but is not limited to, reporting features that provide player-specific activity logs and aggregate data such as total deposits and withdrawals and amount by payment type.
- I. Except as expressly amended or modified hereby, all terms and provision of the Contract are and shall remain in full force and effect and all references therein to such Contract shall refer to the Contract as modified by this Amendment. This Amendment shall be deemed incorporated into and made a part of the Contract.