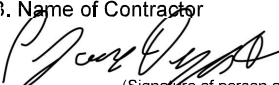
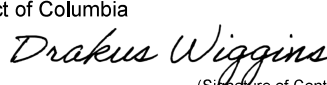


AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT		1. Contract Number CFOPD-20-C-001B		Page of Pages	
				1	And Attachment A
2. Amendment/Modification Number Modification Seventeen (17)		3. Effective Date See 16 C below		4. Requisition/Purchase Request No.	
				5. Solicitation Caption Instant Ticket Manufacturing 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)		
8. Name and Address of Contractor (No. street, city, county, state and zip code) Scientific Games, Inc. 1500 Bluegrass Lakes Parkway Alpharetta, GA 30004 Attn: Phil Bauer – Vice President Corporate Counsel phil.bauer@scientificgames.com			9A. Amendment of Solicitation No.		
			9B. Dated (See Item 11)		
			10A. Modification of Contract/Order No. CFOPD-20-C-001B		
			10B. Dated (See Item 13) December 13, 2019		
Code _____ Facility _____					
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					
A. This change order is issued pursuant to (Specify Authority): F					
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:					
X D. Other (Specify type of modification and authority) I.8 "Changes"					
E. IMPORTANT: Contractor <input type="checkbox"/> is not <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copy 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 follows: A. The following attached Agreement to Print Licensed Games executed between, MATTEL, INC. and MATTEL EUROPA B.V., Scientific Games International Inc., and the District of Columbia is hereby incorporated into the contract. Game No. DC-1591 "UNO™" B. The Contractor shall provide Instant Ticket Printing Services for Game No. DC-1591 "UNO™ in accordance with the Game Specifications attached hereto as "Attachment A". Attachment A is hereby incorporated into the contract. C. 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) James Dreger VP Sales			16A. Name of Contracting Officer Drakus Wiggins, CPPO		
15B. Name of Contractor  (Signature of person authorized to sign)		15C. Date Signed 6/6/24	16B. District of Columbia  (Signature of Contracting Officer)		16C. Date Signed 06/06/2024

Contract No. CFOPD-20-C-001B
Modification Twelve (17)

Attachment A

GAME ACTIVATION AGREEMENT
UNO™

THIS GAME ACTIVATION AGREEMENT (this “**CONTRACT**”) is made and entered into this 06 day of June, 2024 by and between the District of Columbia Office of the Chief Financial Officer on behalf of the Office of Lottery and Gaming (the “**LOTTERY**”) with offices at 2235 Shannon Place, S.E., Washington, D.C. 20020, and Scientific Games, LLC (“**SG**”), with offices at 1500 Bluegrass Lakes Parkway, Alpharetta, Georgia 30004.

RECITALS

WHEREAS, the LOTTERY desires to utilize the name, logos, designs and images of the UNO™ brand in association with a scratch-off instant win lottery game to be conducted by the LOTTERY within the District of Columbia; and

WHEREAS, SG is an exclusive licensee of the Property (as defined below) that the LOTTERY intends to utilize; and

WHEREAS, the LOTTERY desires to enter into this CONTRACT with SG to utilize the Property upon the terms and conditions as set forth herein; and

WHEREAS, the LOTTERY and SG have entered into an agreement for the production of instant tickets and related services CFOPD-20-C-001B (the “**SG Instant Ticket Contract**”), as modified from time to time, and the purpose of this CONTRACT is to supplement, but not to override, the terms and conditions contained in the SG Instant Ticket Contract.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises hereinafter set forth and for other good and adequate consideration, the sufficiency of which is acknowledged hereby, and intending to be legally bound, the parties hereto agree as follows.

1. PROPERTY

As used herein, the term “**Property**” or “**Properties**”) shall collectively refer to the approved trademarks, trade dress, copyrights, logos, names, concepts, artwork, designs, imagery, and other associated creative elements, as shown in the style guide(s) or other materials furnished and approved by the licensor. The Property is licensed by MATTEL, INC. and MATTEL EUROPA B.V. (collectively hereinafter “**Licensor**”), subject to the terms and conditions set forth in the license agreement between Licensor and SG. SG has been granted an exclusive license to use the Property with scratch-off instant-win lottery tickets in the United States.

Subject to the terms and conditions of this CONTRACT, SG hereby grants the LOTTERY the non-exclusive right to reproduce, use and make copies of the Property in association with a scratch-off instant-win lottery game to be conducted by the

LOTTERY and identified as DC-1591 “UNO™” (the “**Game**”). All rights not specifically granted to the LOTTERY herein are specifically reserved by SG and/or the Licensor.

2. UTILIZATION OF PROPERTY

- a) Graphic and other creative elements for the Property that may be reproduced and used by the LOTTERY in ticket art designs and related advertising for the Game are limited to the Property as defined in Section 1 above.
- b) The LOTTERY recognizes the great value of the goodwill associated with the Property and acknowledges that the Property and all rights therein and the goodwill pertaining thereto belong exclusively to the Licensor. Upon expiration of this CONTRACT, the LOTTERY shall discontinue any and all use of the Property and sale or distribution of any articles bearing the Property. Notwithstanding the forgoing, that the LOTTERY may continue to display the Property solely for historical, archival, legislative, and regulatory purposes after the termination of this CONTRACT.
- c) The LOTTERY shall submit all artwork and other materials for tickets, advertising, marketing and promotions (including, without limitation, point-of-sale materials and press releases), and any other item that contains or references the Property (all of the foregoing, collectively, the “**Artwork**”) for the Game to SG for approval. The LOTTERY shall not disseminate any tickets, advertisement, or promotional materials featuring the Property until it has procured SG’s written approval. SG and Licensor shall endeavor to approve or disapprove each piece of Artwork within fifteen (15) business days from the time it is submitted to SG by the LOTTERY. The LOTTERY shall submit all revised Artwork to SG, and SG and Licensor shall again endeavor to respond to such resubmission with an additional fifteen (15) business day period. If SG does not respond to the LOTTERY’s request for approval of Artwork within the aforementioned time periods, the Artwork shall be deemed not approved by SG. SG’s approval of, and requests for revision of, Artwork shall be communicated via email, fax or other written documentation.
- d) Neither party will unreasonably withhold its approval of any act or request of the other to which its approval is necessary or desirable; provided, however, that Licensor’s consent to any proposed use of the Property may be granted or withheld at Licensor’s sole discretion. On request, SG shall provide the LOTTERY with examples of approved promotional material(s) produced by other lotteries that have entered into licensing agreements with SG for the use of the Property for the sole purpose of providing guidance to the LOTTERY in its creation of the Artwork.
- e) The LOTTERY agrees that all right, title and interest in and to the Property, including, without limitation, all intellectual property rights with respect thereto, and all such rights with respect to Game, Artwork and any other materials incorporating, reproducing or otherwise using intellectual property derived from or based upon the Property (all of the foregoing items, collectively referred to as

“**Work Product**”), shall be the sole and exclusive property of Licensor. All Work Product is and shall be “works made for hire” for Licensor under the copyright laws of the United States or analogous provisions of applicable foreign laws. Notwithstanding anything to the contrary, to the extent that any Work Product is not or cannot legally be deemed a work made for hire under applicable law, the LOTTERY hereby unconditionally and irrevocably assigns any rights, title and interest it may have in or to the Work Product to SG (for further assignment by SG to Licensor), including but not limited to copyright, trademark and trade dress rights. The LOTTERY further hereby assigns to SG or waives all moral rights worldwide in and to the Work Product to the maximum extent permitted by law. If necessary to comply with this subsection, the LOTTERY shall obtain from any entities or persons, whether its employees or others, that it engages to create Work Product a comparable full assignment and waiver of all rights so that the foregoing assignments and waiver by the LOTTERY vests in SG full rights in the Work Product, free of any claims, interests, or rights of other parties. The LOTTERY shall not permit any such entities or persons to obtain or reserve by oral or written agreements any rights as “authors” of such Work Product. At SG’s request, the LOTTERY agrees to furnish SG with full information concerning the creation of Work Product and with copies of assignments of rights obtained from other individuals and entities (provided that the LOTTERY may redact provisions of such contracts that are not relevant to such assignment of rights). Notwithstanding any provision in this CONTRACT to the contrary, to the extent not incorporating, derived from or based upon the Property or a derivative work of the Property, nothing herein shall modify the parties’ respective ownership of rights in and to their own intellectual property and derivative works of or from their respective intellectual property.

- f) SG warrants and represents that it acts as licensee of the Licensor of the Property with respect to the copyright and/or trademark rights thereof, and has the full authority to license the use of same to the LOTTERY hereunder.
- g) The LOTTERY represents and warrants that it is duly organized under applicable law and that it has the authority to enter into this CONTRACT.
- h) The LOTTERY represents and warrants that it will comply with all applicable intellectual property laws, rules and regulations in connection with the use of the Property and activities related thereto, pursuant to this CONTRACT.

3. TRADEMARK AND OTHER REQUIREMENTS

- a) The LOTTERY agrees to place a registered trademark (“®”) or trademark (“™”) designation near each use of the Property on the Artwork, as appropriate, or as may otherwise be specified by SG or the Licensor. The following notice shall be placed on the Artwork, including but not limited to all related marketing materials such as TV, online, digital and social assets (if applicable):

UNO™ and associated trademarks and trade dress are owned by, and used under license from, Mattel. © 2024 Mattel.

Abbreviated Notice: only for digital and social content if space is limited (e.g., organic/paid posts, digital display banners) and subject to Licensor approval:

UNO™ © 2024 Mattel.

In all instances above, the notice must appear visibly on its own separate line, as it should never be combined with Lottery and/or other third-party disclaimers. Font size may be adjusted based on execution.

SG reserves the right to modify trademark requirements prior to final approval of all creative elements.

- b) The LOTTERY shall indicate that the licensing rights for the Property have been obtained from “Scientific Games, LLC” in all press releases issued by the LOTTERY for this Game.
- c) SG and the LOTTERY mutually warrant that any wagering or other gaming activity offered through the Internet or any other electronic media shall be done in full compliance with applicable U.S. and District of Columbia law.
- d) The LOTTERY agrees to place any applicable patent markings on the ticket back as may be required by Licensor or SG.
- e) At a minimum, the LOTTERY shall provide SG with the following samples for this Game, as appropriate:
 - i. Two (2) books of voided lottery tickets;
 - ii. One (1) digital sample of all point-of-sale and printed advertising pieces;
 - iii. One (1) digital sample of all TV and/or radio advertising; and
 - iv. One (1) digital sample of all retailer sell-in and related communications materials.

4. TICKET QUANTITY

Two hundred forty thousand (240,000) tickets

5. PRICE POINT

Five dollars (\$5.00)

6. SALES PERIOD

Public sales to begin on or about August 7, 2024

7. POTENTIAL SALES

One million two hundred thousand dollars (\$1,200,000.00)

8. FEES

A license fee (“**License Fee**”) shall be paid by the LOTTERY to SG for the use of the Property licensed hereunder, equivalent to two percent (2%) of Potential Sales, but shall be invoiced on the delivered quantity of Game tickets.

9. PAYMENT

SG shall invoice the LOTTERY approximately twenty-four thousand dollars (\$24,000) for the License Fee upon delivery of the Game to the LOTTERY’s warehouse. The actual amount of the invoice for the License Fee will be based on the actual number of Game tickets delivered to the LOTTERY. The LOTTERY shall remit payment to SG for such invoice in accordance with the Quick Payment Act, D.C. Code §§ 2-221.01 *et seq.*, after the LOTTERY’s receipt of such invoice.

10. MARKETING SUPPORT

SG shall provide the LOTTERY with support in designing the Artwork, including the Game ticket and related materials, at no additional cost to the LOTTERY.

11. TERM

The term of this CONTRACT shall commence on the date first written above and expire on the last day for claiming prizes for the Game as established by the LOTTERY. The parties acknowledge that all Game tickets and promotional material must be printed by June 30, 2026 and delivered to the LOTTERY or to a third-party distribution center in its jurisdiction by December 31, 2026. For clarity, use of the Property for Game-related informational Internet activity and sales claims may extend beyond December 31, 2026.

12. COMPLIANCE WITH DISTRICT OF COLUMBIA LAW

SG shall provide all supplies and services under this CONTRACT in accordance with the laws of the District of Columbia.

13. FORCE MAJEURE

A Force Majeure occurrence is an event or effect that cannot be reasonably anticipated or controlled. As herein used, “**Force Majeure**” means an act of God or public enemy, to include acts of terrorism, earthquake, fire, flood, explosion, epidemic, pandemic,

quarantine restriction, strikes, freight embargoes or closure of all major access roads to a geographic area, action of the elements, governmental interference, rationing or any other cause which is beyond the control of the party affected and which, by the exercise of reasonable diligence, a party is unable to control.

SG shall not be liable for any delay in or failure of performance under the CONTRACT due to a Force Majeure occurrence provided that SG shall use reasonably diligent efforts to avoid or otherwise minimize the impact of an event of Force Majeure on SG's performance. Any such delay in or failure of performance shall not constitute default or give rise to any liability for damages. The existence of the cause(s) of such delay or failure shall extend the period for performance to such extent as determined to be necessary to enable complete performance by SG if reasonable diligence is exercised after the cause of delay or failure has been removed.

14. NOTICE

The parties agree that all notices given pursuant to the terms of this CONTRACT shall be sufficient if made in writing and sent by facsimile or courier service with receipt acknowledged to the appropriate party. All other communications shall be sufficient if made in writing and mailed certified mail, first class postage prepaid, return receipt requested. Any such notice or communication shall be sent to the following addresses or such other addresses as may be designated from time to time by the parties in writing:

- a) As to SG:
Kyle Rogers
Vice President, North American Instant Products
Scientific Games, LLC
1500 Bluegrass Lakes Parkway
Alpharetta, GA 30004
Fax: (770) 772-7674

- b) As to the LOTTERY:
Frank Suarez
Executive Director
D.C. Lottery & Charitable Games Control Board
2235 Shannon Place, S.E.
Washington, D.C. 20020
Fax: (202) 645-8000

and to:
Drakus Wiggins
Contracting Officer
OCFO Office of Contracts
1100 4th Street, SW
Suite E610
Washington, DC 20024

15. APPLICABLE LAW

This CONTRACT shall be construed and performed in accordance with the laws of the District of Columbia.

16. SEVERABILITY

If a court of competent jurisdiction determines any portion of this CONTRACT to be invalid, it shall be severed and the remaining portion of this CONTRACT shall remain in effect.

17. ASSIGNMENT

Except and to the extent set forth herein the LOTTERY shall not have the right to assign or sublicense its rights under this CONTRACT by operation of law.

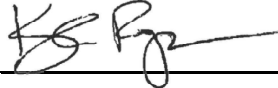
18. CONFLICTS BETWEEN THIS CONTRACT AND THE SG INSTANT TICKET CONTRACT

The purpose of this CONTRACT is to supplement, but not to override, the terms and conditions contained in the SG Instant Ticket Contract CFOPD-20-C-001B. All of the terms and conditions of the SG Instant Ticket Contract, specifically including but not limited to, terms and conditions relating to intellectual property, second chance drawing and prize fulfillment, are incorporated into and made a part of this CONTRACT for all purposes. If there is any conflict between the terms and conditions of this CONTRACT and the terms and conditions of the SG Instant Ticket Contract, the terms and conditions of the SG Instant Ticket Contract CFOPD-20-C-001B shall prevail and control.

The parties hereto have executed this CONTRACT on the date first written above.

SCIENTIFIC GAMES, LLC

**DISTRICT OF COLUMBIA OFFICE
OF THE CHIEF FINANCIAL OFFICER
ON BEHALF OF THE OFFICE OF
LOTTERY AND GAMING**

By:  KTE

Title: VP, North American Instant Products

Date: 6/4/24

By: 

Title: Contracting Officer

Date: 06/06/2024