



**AMENDMENT NO. 6**  
*to the*  
**CONTRACT FOR LOTTERY OPERATIONS AND SERVICES**  
*between the*  
**TEXAS LOTTERY COMMISSION**  
*and*  
**GTECH CORPORATION**

**WHEREAS**, the Texas Lottery Commission (the “Commission” or “Texas Lottery”) and GTECH Corporation (“GTECH”) (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, and Amendment No. 5 effective April 4, 2013 (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 GTECH shall be binding on GTECH; 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. The following sections of the RFP shall be deleted in their entirety from the Contract and are no longer required to be delivered by GTECH under the Contract: (a) Section 7.6.3, Table 46, Detail Requirement 8 (Mail Order Subscription Database System), (b) Section 7.6.3, Table 46, Detail Requirement 9 (Renaissance Loyalty Program) (as added to the RFP pursuant to Part 4 of the Contract), and (c) Section 7.12, Table 64, Detail Requirement 6 (Handheld Terminals). In addition, GTECH is not required to provide Web-based Second-Chance Drawings for On-Line Games (included in the base offering under Section 7.6 of GTECH’s Proposal), but shall continue to be responsible for design, management, conduct, execution and analysis of internet-entry promotional second-chance drawings for Texas Lottery “Instant Game” tickets pursuant to Amendment No. 5 (which shall remain in force and effect). In exchange for the Texas Lottery’s agreeing to

delete and revise the above-referenced sections from the RFP (and Contract) and thereby waive GTECH's related obligations, GTECH, at no additional expense to the Texas Lottery, shall instead:

- A. Print Texas Lottery instant game no. 1645 "Caesars®" in accordance with the approved working papers and agrees to waive all license and production costs for the game.
  - B. Print Texas Lottery instant game no. 1612 "Break the Bank" in accordance with the approved working papers and agrees to waive all production costs for the game.
  - C. Provide up to 2,000 new signs for retailers for the draw game "MONOPOLY MILLIONAIRES' CLUB™".
  - D. Provide, no later than October 31, 2016, the Texas Lottery additional goods or services with the value and description of all proposed goods or services to be jointly determined in writing by GTECH and the Texas Lottery. GTECH shall provide a complete description of all proposed goods or services, together with supporting documentation to verify the value to the Texas Lottery of the goods or services. The Texas Lottery, in its sole discretion, will decide whether to accept those goods or services offered or request alternative goods and services.
2. Section 7.6.1, Table 41, Detail Requirement 20 is replaced in its entirety with the following:
20. GTECH shall test monthly the ability of the backup Lottery Gaming System to take over total operation of the On-Line and Instant Ticket games, process transactions for a minimum of four (4) hours, and then return operational control to the production Lottery Gaming System. ~~This must occur transparently to all users.~~ **The Lottery Gaming System must not be down more than ten (10) consecutive minutes per system transfer.**
3. 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.
4. This Amendment shall be effective upon execution by both Parties.

**TEXAS LOTTERY COMMISSION**

By:

*Gary Grief*  
GARY GRIEF  
EXECUTIVE DIRECTOR

10/23/14  
(Date)

**GTECH CORPORATION**

By:

*Joseph S. Gendron*  
(Signature)

Joseph S. Gendron  
(Printed Name)

Senior Vice President  
(Title)

10/16/14  
(Date)