



Over \$2 Billion and Counting for our Schools

GOVERNOR Christopher T. Sununu
CHAIRMAN Debra M. Douglas
COMMISSIONER H. Andy Crews
COMMISSIONER Erle B. Pierce
EXECUTIVE DIRECTOR Charles R. McIntyre

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May 28, 2024

His Excellency, Governor Christopher T. Sununu
And the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTIONS

Authorize the New Hampshire Lottery Commission (Lottery) to enter into a contract with NeoGames US LLP (NeoGames) of Mansfield, Massachusetts (vendor #495876), for iLottery systems and associated services starting July 1, 2025 through June 30, 2032 for compensation based on a percentage of sales plus an amount not to exceed \$7,110,000.00 for the purposes of purchasing supplemental game content and developing portal enhancements. 100% Lottery Funds.

Funds are available in the New Hampshire Lottery Commission account as follows:

06-083-083-830013-23420000-106-500858

EXPLANATION

Effective July 1, 2017, the Lottery was authorized to conduct sales of lottery tickets “through the use of mobile applications by mobile devices or over the Internet,” pursuant to RSA 284:21-h, II (2)(e). On September 4, 2018, Lottery launched New Hampshire iLottery via a portal from the website nhlottery.com. The iLottery portal supports the sale of almost 150 e-Instants games with price points ranging between \$.01 and \$30.00. The portal also supports the sale of multijurisdictional draw-based games, such as Mega Millions and Powerball as well as other draw games.

Since iLottery launched September 4, 2018, it is responsible for generating over \$130 million in net gaming revenue, 14% above projection. Additionally, 15% of the total state population is registered for an iLottery account, with 9% of the population having played iLottery.

With the current agreement expiring on June 30, 2025, the New Hampshire Lottery Commission (NHLC) issued a Request for Proposal (RFP) for iLottery systems, games and services on June 12, 2023. Five vendors, IGT Global Solutions Corporation (IGT), Intralot, Inc (Intralot), Scientific Games, LLC (SG), NeoGames US LLP (NeoGames), and Skilrock Technologies submitted proposals under the terms of the RFP by the due date of August 9, 2023.



Live Free or Die

New Hampshire Lottery Commission 14 Integra Drive Concord, New Hampshire 03301
TEL 603.271.3391 FAX 603.271.1160 TDD 1.800.735.2964 www.nhlottery.com

For this procurement effort, the Executive Director appointed an RFP working group/proposal Evaluation Committee (the Committee). The Committee was comprised of the following individuals:

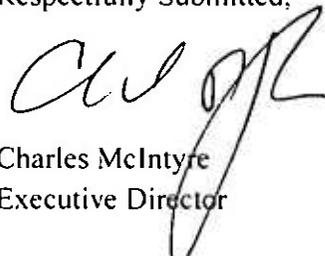
- Charles McIntyre, Executive Director, 14 years with the NHLC, 21 years lottery experience.
- Kelley-Jaye Cleland, Chief Product & Program Officer –10 years with the NHLC.
- Maura McCann, Director of Marketing- 40 years with the NHLC.
- Richa Yadav, Projects and Development Director- 4 years with the NHLC.
- Jay Lau, Director of Salesforce and Data (formerly the Games and Data Manager)- almost 6 years with the NHLC.

The Committee appointed by the Executive Director to evaluate the proposals, developed consensus scores for each of the five vendors, in each of the thirteen areas of the technical proposals. Only vendors who met an initial technical score of 600 or greater were invited for oral presentations. If a vendor failed to achieve 600 points in the initial scoring, that bid received no further consideration from the Committee and the associated price proposal will be returned unopened upon completion of the full bid process. After completing the technical evaluation, two vendors garnered 600 or more points, NeoGames and SG.

The RFP allocated a maximum potential score of 200 points related to the price of the proposed solution. After calculating the price proposals, NeoGames was determined to be the high scorer with 912.4 out of 1,000. SG scored a total of 835. A bid summary is attached to provide additional detail.

Based on the foregoing, the New Hampshire Lottery Commission respectfully requests approval of the requested action.

Respectfully Submitted,



Charles McIntyre
Executive Director



RFP LOT 2023-02

iLottery System, Games and Services

Bid Summary

Prepared by Kelley-Jaye Cleland, Chief Product & Program Officer

The New Hampshire Lottery Commission (NHLC) issued a Request for Proposal (RFP) for iLottery systems, games and services on June 12, 2023. Five vendors, IGT Global Solutions Corporation (IGT), Intralot, Inc (Intralot), Scientific Games, LLC (SG), NeoGames US LLP (NeoGames), and Skilrock Technologies submitted proposals under the terms of the RFP by the due date of August 9, 2023.

The Evaluation Committee (the Committee) appointed by the Executive Director developed consensus scores for each of the five vendors, in each of the thirteen areas of the technical proposals. The vendors' pricing proposals were in sealed envelopes during this process and were not opened until the initial scoring of the technical proposals, the oral presentations, and final technical scoring was complete. Only vendors who met an initial technical score of 600 or greater were invited for oral presentations. If a vendor failed to achieve 600 points in the initial scoring, that bid received no further consideration from the Committee.

Below is the summary of the preliminary technical scores, showing three of the five vendors did not receive 600 or more points from the Committee.

Preliminary Technical Scoring

Total Possible	Threshold	Skilrock	IGT	Intralot	SG	Neo
800	600	0*	589	490	672	767

* Disqualified

The Committee's scoring demonstrates the proposal from NeoGames was technically superior to SG, scoring 770 out of 800 for technical, compared to 635, before pricing. After calculating the price proposals, NeoGames still maintained the most points with 912.4 out of 1,000. SG scored a total of 835, although SG was the lowest cost bidder.

This Committee was comprised of the following individuals:

- Charles McIntyre, Executive Director, 14 years with the NHLC, 21 years lottery experience.
- Kelley-Jaye Cleland, Chief Product & Program Officer – almost 10 years with the NHLC.
- Maura McCann, Director of Marketing- almost 40 years with the NHLC.
- Richa Yadav, Projects and Development Director- 3.5 years with the NHLC.
- Jay Lau, Director of Salesforce and Data (formerly the Games and Data Manager)- 5.5 years with the NHLC.

The RFP documented 13 evaluation criteria for the technical proposals and specified weighting for each category in the overall evaluation. There were four areas where additional points could be accumulated for advantageous experience. The additional points did not permit an excess of 800 points but contributed to the overall technical score.

Price Proposal allocated a maximum potential score of 200 points. Bidders were advised that it is not a low bid award and that the scoring of the Price Proposal would combine with the scoring of the Technical Proposal to determine the overall highest scoring Bidder.

The following formula was used to assign points for costs:

$$\text{Bidder's Price Score} = (\text{Lowest Proposed Price} / \text{Bidder's Proposed Price}) \times \text{Number of Points for Score}$$

Below is the Base Pricing Table for both qualified Bidders:

Base Pricing Table				
Item	SG Price	SG Point	Neo Price	Neo Points
Draw Games (25% of total draw gross sales)- 45	0.25%	45.00	5.90%	1.91
NGR - e-Instants (75% of total NGR)- 135	15.75%	135.00	16.30%	130.44
		180.00		132.35

Below is the e-Instant Pricing Table for both qualified Bidders:

Supplemental e-Instant Pricing Table					
Fee Pricing		SG		Neo	
Game Category	Points	Cost	Points	Cost	Points
Off the Shelf	10	\$ -	10	\$ -	10
Customized	2	\$ -	2	\$ 20,000	0
Makeover	2	\$ -	2	\$ 40,000	0
Bespoke/Tailor Made	6	\$ -	6	\$ 80,000	0

The total scores for the vendors who scored at least 600 out of 800 for the technical proposal, are as follows.

FINAL TECHNICAL AND PRICE SCORING			
Category	Total Possible	Final SG	Final Neo
Company Information, Capabilities, and Support (75 points)	75	60	74
Gaming System (75 points)	75	55	72
+ Advantageous: Proven Cloud Capabilities (+10 points)	10	0	10
Portal and Player Account Management (75 points)	75	54	71
Highly Advantageous: Utilization of current website for widget embedded portal + 15 points	15	7	15
Claims and Payments (50 points)	50	35	50
Back Office System (40 points)	40	34	32
Games (75 points)	75	60	73
+ Highly Advantageous: Utilization of content aggregator with 2 vendors and 10 games each (+15 points)	15	15	15
Marketing Support and Services (75 points)	75	65	75
Retail Inclusion (35 points)	35	30	34
Player Application and Rewards Program Integration (65 points)	65	50	65
Data and Analytics (65 points)	65	60	63
Customer Support Center (40 points)	40	35	40
+ Highly Advantageous: Ability to manage all Lottery and player application/Rewards customer support (+10 points)	10	10	10
Responsible Gaming (40 points)	40	40	31
Staffing (40 points)	40	25	40
Final Technical Total	800	635	770
PRICE PROPOSAL CATEGORIES:			
NGR e-Instant	135	135.00	130.44
Gross Draw	45	45.00	1.91
Off the Shelf	10	10	10
Customized	2	2	0
Makeover	2	2	0
Bespoke/Tailor Made	6	6	0
TOTAL PRICE EVALUATION	200	200.00	142.4
TOTAL POTENTIAL MAXIMUM POINTS AWARDED (Technical + Price)	1000	835	912.4

NeoGames was the highest scoring bidder for the technical proposal; they were not the lowest cost bidder. However, due to the points earned in the technical proposal they were found to be the successful bidder.

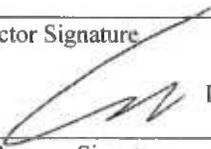
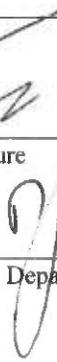
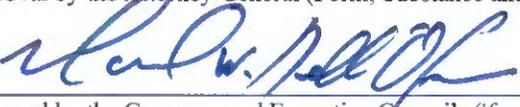
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Lottery Commission		1.2 State Agency Address 14 Integra Drive Concord, NH 03301	
1.3 Contractor Name NeoGames, US, LLP		1.4 Contractor Address 20 Cabot Blvd, Suite 300 Mansfield, MA 02048	
1.5 Contractor Phone Number	1.6 Account Unit and Class	1.7 Completion Date June 30, 2032, with option for two (2) extensions for three (3) years each.	1.8 Price Limitation See Exhibit C
1.9 Contracting Officer for State Agency Charles R. McIntyre		1.10 State Agency Telephone Number 603-271-3391	
1.11 Contractor Signature  Date: 05/12/2024		1.12 Name and Title of Contractor Signatory Moti Malul, CEO	
1.13 State Agency Signature  Date: 5/28/24		1.14 Name and Title of State Agency Signatory Charles R. McIntyre, Executive Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By:  Director, On:			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 05/29/2024			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: G&C Meeting Date:			

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 (“State”), engages contractor identified in block 1.3 (“Contractor”) to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference (“Services”).

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 (“Effective Date”).

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed.

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance

hereof, and shall be the only and the complete compensation to the Contractor for the Services.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 The State’s liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor’s order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. The Contractor agrees to permit the State or United States access to any of the Contractor’s books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State’s point of contact pertaining to this Agreement.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any Property which has been received from the State, or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. **INDEMNIFICATION.** The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

23. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

26. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

EXHIBIT A

SPECIAL PROVISIONS

1. CONTRACT ELEMENTS

This Agreement consists of the following, which together with any and all amendments hereto, is hereafter referred to as the "Agreement":

- a. The State of New Hampshire P-37 Terms and Conditions with Exhibits;
- b. State of New Hampshire Lottery Commission ("NHLC") iLottery Systems, Games and Services RFP (Lot 2023-02) and all addenda thereto; and
- c. NeoGames US, LLP ("Contractor" or "NeoGames") Response to RFP Lot 2023-02 dated August 9, 2023.

In the event of a conflict in language between any of the above-mentioned documents, the language of the State of New Hampshire P-37 Terms and Conditions with Exhibits shall govern over all other documents and the language of the RFP and RFP Amendments shall govern over the Contractor's Response to RFP.

2. EXTENSION IN CASE OF EMERGENCY

Notwithstanding the contract term set forth in this Agreement, NHLC reserves the right to reactivate or further extend the initial term, or any extension thereof, at the rates and upon the terms and conditions then in effect on thirty (30) days' notice for a period of up to one (1) year.

3. TIMING OF WORK

The Parties agree that the work to be performed under this contract requires that the Contractor perform preparatory work in advance of the agreed upon production start-up date. Contractor shall commence preparatory work upon issuance of a Notice to Proceed by the State. Unless otherwise expressly noted in this agreement, NHLC is not liable to pay compensation to the Contractor until the agreed upon production start-up date. NHLC anticipates the production start-up date as July 1, 2025, and will provide written notice to the Contractor to commence services. Time is of the essence in the performance of Contractor's obligation under the contract.

4. WORK HOURS

Unless otherwise agreed to by the State, the Contractor's project management personnel shall work a minimum of forty (40) hour weeks between the hours of 8:00 a.m. and 5:00 p.m., (Eastern Time), excluding State of New Hampshire holidays. This management requirement does not alleviate the need for Contractor to operate 24/7/365 and to provide coverage for hours when project management staff are not available.

5. PRIME CONTRACTOR RESPONSIBILITIES

The Contractor may have subcontractors; however, the Contractor must accept full responsibility for and will be liable to the NHLC for subcontractor's performance. The NHLC will consider the Contractor to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the contract.

6. CHANGE OF OWNERSHIP

In the event that Contractor changes more than 50% of ownership for any reason whatsoever that results in a change of control of the Contractor, the State shall have the option of:

- a. continuing under the Agreement with Contractor, its successors or assigns for the full remaining term of the Agreement;
- b. continuing under the Agreement with Contractor, its successors or assigns for such period of time as determined necessary by the State; or
- c. immediately terminate the Agreement without liability to or further compensation owed to Contractor, its successors or assigns.

The State has given its consent to the Change of Control with respect to the Acquisition of NeoGames SA, the parent of the Contractor, by Aristocrat Leisure Limited. As part of the completion of the Acquisition, NeoGames SA has changed its name to 'Neo Group Ltd' and was registered by way of continuation on April 24, 2024, as a company incorporated under the laws of the Cayman Islands, with registered offices at 190 Elgin Avenue, George Town, Grand Cayman KY1-9008, Cayman Islands.

7. TERMINATION FOR DEFAULT

The Parties agree that Part I, Section 8 and 9.1 of the Agreement is deleted and replaced as follows:

Any one or more of the following acts or omissions of the Contractor may, at the sole discretion of the State, constitute an event of default hereunder ("Event of Default")

- a. Failure to perform the Services in accordance with industry standards or to perform the Services on schedule;
- b. Failure to perform the Services in a lawful manner;
- c. Failure to submit any report required; and/or
- d. Failure to perform any other covenant, term or condition of the Contract.

Remedies upon Default

Upon the occurrence of any Event of Default, the State may take any one or more, or all, of the following actions:

- e. The State shall provide Contractor written notice of default and require it to be remedied within a reasonable period of time ("Cure Period"). If Contractor fails to cure the default within the Cure Period, the State may terminate the Contract with a written notice of termination and/or treat the Contract as breached and pursue its remedies at law or in equity or both.
- f. Give Contractor a written notice specifying the Event of Default and suspending all payments to be made under the Agreement and ordering that the portion of the Contract price which would otherwise accrue to Contractor during the period from the date of such notice until such time as the State determines that Contractor has cured the Event of Default shall never be paid to Contractor.
- g. Set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default;
- h. If an amicable solution cannot be reached between the Parties within 10 calendar days following the expiration of the Cure Period, procure Services that are the subject of the Contract from another source and Contractor shall be liable for reimbursing the State for the replacement Services, and all administrative costs directly related to the replacement of the Contract and procuring the Services from another source, such as costs of competitive bidding, mailing, advertising, applicable fees, charges or penalties, and staff time costs; all of which shall be subject to the limitations of liability set forth in the Contract.

State Default

The Contractor shall provide the State with written notice of default, and the State shall cure the default within thirty (30) days.

Termination for Convenience

The State may, at its sole discretion, terminate the Contract for convenience, in whole or in part, by one hundred and eight (180) days written notice to Contractor. In the event of a termination for convenience, the State shall pay Contractor for services provided until the termination date. During the one hundred and eighty (180) day period, Contractor shall wind down and cease Services as quickly and efficiently as reasonably possible, without performing unnecessary Services or activities and by minimizing negative effects on the State from such winding down and cessation of Services. The State will be responsible only for reasonable costs to the Contractor in winding down Services under this provision.

Termination for Conflict of Interest

The State may terminate the Contract with 15 days written notice if it determines that a conflict of interest exists, including but not limited to, a violation by any of the parties hereto of applicable laws regarding ethics in public acquisitions and procurement and performance of Contracts. In such case, the State shall be liable for cost of all services provided through the date of termination but will not be liable for any costs for incomplete Services or winding down the contract activities.

Termination Procedure

Upon termination of the Contract, the State, in addition to any other rights provided in the Contract, may require Contractor to deliver to the State any property, including without limitation, Software and Written Deliverables, for such part of the Contract as has been terminated. After receipt of a notice of termination, and except as otherwise directed by the State, Contractor shall:

- a. Stop work under the Contract on the date, and to the extent specified, in the notice;
- b. Promptly, but in no event longer than ten (10) days after termination, terminate its orders and subcontracts related to the work which has been terminated and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent required, which approval or ratification shall be final for the purpose of this Section;
- c. Take such action as the State directs, or as necessary to preserve and protect the property related to the Contract which is in the possession of Contractor and in which the State has an interest;
- d. Transfer title to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is required to be furnished to the State and which has been accepted or requested by the State;
- e. Provide written Certification to the State that Contractor has surrendered to the State all said property.

Transition Services upon Termination

If an awarded contract is not renewed, or is terminated prior to the completion of a project, or if the work on a project is terminated, for any reason, the Contractor shall provide, for a period up to ninety (90) days after the expiration or termination of this project or contract, all reasonable transition assistance requested by the State at no additional cost, to allow for the expired or terminated portion of the services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to the State or its designees ("transition services").

8. PROPERTY OWNERSHIP/DISCLOSURE.

The Parties agree that Section 10.1 of the Agreement is deleted and replaced as follows:

As used in this Agreement, the word "Property" shall mean all data, information and data developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9. INDEMNIFICATION.

The Parties agree that Section 13 of the Agreement is deleted and replaced as follows:

The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Upon receipt of notice of any matter for which indemnification might be claimed by the State, the Contractor shall be entitled to defend, contest or otherwise protect against any such matter at its own cost and expense, and the State must reasonably cooperate in any such defense or other action. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby

reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

10. ACCOUNTING RECORDS

The Contractor is required to maintain its books, records and all other evidence pertaining to the contract in accordance with generally accepted accounting principles and other procedures specified by the NHLC. These records will be available to the NHLC, its internal auditors or external auditors (and other designees) and the New Hampshire Office of Legislative Budget Assistant at all times during the contract period and any extension thereof, and for five (5) full years from the expiration date and/or final payment on the contract or extension thereof, whichever is later.

11. AUTHORITY OF THE NHLC

On all questions concerning the interpretation of specifications, the acceptability and quality of work performed, the execution of the work, the assessment of liquidated damages, and the determination of payment due or to become due, the decision of the NHLC shall be final and binding.

12. COOPERATION OF THE PARTIES

Contractor and NHLC agree to cooperate fully, to work in good faith and to mutually assist each other in the performance of the Contract. In this connection, the parties will meet to resolve problems associated with the Contract. Neither party will unreasonably withhold its approval of any act or request of the other to which its approval is necessary or desirable.

13. GOVERNING LAW, VENUE AND JURISDICTION

As set forth in Part I, Section 19, this agreement shall be construed in accordance with the laws of the State of New Hampshire. Any action on this Agreement may only be brought in the State of New Hampshire in accordance with the dispute resolution procedures of this Agreement set forth herein. The Parties agree to venue in Merrimack County Superior Court.

14. FORCE MAJEURE

Neither Contractor nor the State shall be responsible for delays or failures in performance resulting from events beyond the control of such party and without fault or negligence of such party. Such events shall include, but not be limited to, acts of God, strikes, lock outs, riots, and acts of War, epidemics, acts of Government, fire, power failures, nuclear accidents, earthquakes, and unusually severe weather.

15. INDEMNIFICATION FROM INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS

Contractor shall indemnify, defend and hold harmless the NHLC, State of New Hampshire, its officers and employees from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties) incurred in connection with any action or proceeding threatened or brought against the State to the extent that such action or proceeding is based on a claim that any piece of equipment, software, commodity or service supplied by the Contractor or its subcontractors, or the operation of such equipment, software, commodity or service, or the use or reproduction of any documentation provided with such equipment, software, commodity or service infringes any United States or foreign patent, copyright, trade secret or other proprietary right of any person or entity, which right is enforceable under the laws of the United States.

The NHLC shall observe all existing federal and state copyrights and trademarks; however, the NHLC reserves the right to select game designs that have been, in whole or in part, originated by the NHLC, originated by another lottery, originated by the contractor, or originated by another contractor.

The Contractor shall indemnify all e-Instant games, regardless of which party designed the game. For all e-Instant games by the Contractor, a thorough search of potential trademark and related infringements, as detailed above, is necessary. Documentation supporting a thorough search for each game title must be submitted to the Lottery at least two weeks prior to game launch.

Upon receipt of notice of any matter for which indemnification might be claimed by the State, the Contractor shall be entitled to defend, contest or otherwise protect against any such matter at its own cost and expense, and the State must reasonably cooperate in any such defense or other action.

16. INSURANCES

In addition to the policies required under Part I Section 14 and 15, the Contractor shall purchase and maintain the following policies of insurance for claims which may arise out of or result from the Contractor's operations under the contract, whether such operations be by the Contractor or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- a. Errors and Omissions Insurance with limits of not less than \$2,000,000 per claim and in the aggregate, to be in force and effect at all times, which will indemnify the Contractor and the State for direct loss which may be incurred due to any error caused by the Contractor, its officers, employees, agents, subcontractors or assigns regardless of negligence. The State shall be named as an additional insured on this policy;
- b. Cyber Liability Insurance with limits of not less than \$2,000,000 per claim and in the aggregate, to be in force and effect at all times, which will indemnify the Contractor and the State for financial losses that occur as a result of data breaches or other cyber related events. The State shall be named as an additional insured on this policy;
- c. A Fidelity Bond in the amount of one million dollars (\$1,000,000) covering any loss to the State due to any fraudulent or dishonest act on the part of the Contractor's officers, employees, agents or subcontractors. If the Contractor utilizes agents and subcontractors who are not covered by the Fidelity Bond, it is the responsibility of the Contractor to ensure those agents and subcontractors maintain coverage of the same. If the agents or subcontractors are found guilty of fraudulent or dishonest acts regarding the terms of this contract and they do not have Fidelity Bond coverage, the Contractor will be held liable to cover any loss associated with incident to the State of New Hampshire.

Certificates of Insurance must be furnished to the Lottery on date of contract execution.

17. BUSINESS CONTINUITY AND DISASTER RECOVERY PLAN

Contractor must provide the State with their proposed Business Continuity and Disaster Recovery Plan to be used in the event that the Contractor's primary place of business is rendered inoperable due to acts of terrorism, forces of nature or other unforeseen events.

18. RECORD RETENTION

Contractor and its Subcontractors shall maintain all project records including but not limited to books, records, documents, and other evidence of accounting procedures and practices, which properly and sufficiently reflect all direct and indirect costs invoiced in the performance of their respective obligations under the Contract. Contractor and its Subcontractors shall retain all such records for three (3) years following termination of the Contract, including any extensions. Records relating to any litigation matters regarding the Contract shall be kept for one (1) year following the termination of all litigation, including the termination of all appeals or the expiration of the appeal period.

Upon prior notice and subject to reasonable time frames, all such records shall be subject to inspection, examination, audit and copying by personnel so authorized by the State and federal officials so authorized by law, rule, regulation or Contract, as applicable. Access to these items shall be provided within Merrimack County of the State of New Hampshire, unless otherwise agreed by the State. Delivery of and access to such records shall be at no cost to the State during the

three (3) year period following termination of the Contract and one (1) year term following litigation relating to the Contract, including all appeals or the expiration of the appeal period. Contractor shall include the record retention and review requirements of this section in any of its subcontracts.

The State agrees that books, records, documents, and other evidence of accounting procedures and practices related to Contractor's cost structure and profit factors shall be excluded from the State's review unless the cost of any other Services or Deliverables provided under the Contract is calculated or derived from the cost structure or profit factors.

19. TAXES, FEES AND ASSESSMENTS

Contractor shall pay all taxes, fees and assessments, however designated, levied or based. The State of New Hampshire is exempt from State and local sales and use taxes on the services provided pursuant to this contract.

20. NEWS RELEASES

News releases pertaining to this agreement or the services, study, data, or project to which it relates cannot not be made public without prior written NHLC approval, and then only in accordance with the explicit written instructions from the NHLC. No results of the program are to be released without prior approval of the NHLC and then only to persons designated.

21. ADVERTISING

Contractor agrees not to use the NHLC name, logos, images, nor any data or results arising from this procurement without prior written approval by the NHLC.

22. NHLC APPROVAL OF STAFFING

The NHLC reserves the right to disapprove of any employee of the Contractor who is assigned to the NHLC contract, either at contract inception or during the term. Staffing levels and locations, and any modifications must be approved by the NHLC.

Background Checks

The State may require, and, at its sole expense, conduct reference and background screening of the Contractor's Contract Manager, Project Manager and Key Project Staff. The State shall maintain the confidentiality of background screening results in accordance with the Contract Agreement.

23. COMPENSATION DURING CONTRACT

The submitted invoices will be confirmed by the NHLC based on management and accounting reports. Confirmed invoices will be paid within thirty (30) days of receipt. All invoices for a fiscal year must be provided to the NHLC before the end of that fiscal year so year-end inventory and reconciling can be accurate.

The State fiscal year is July 1st through June 30th. Payments to the Contractor from the NHLC in any given fiscal year are contingent upon enactment of legislation.

24. TRAVEL EXPENSES

Contractor must assume all reasonable travel and related expenses incurred by Contractor in performance of its obligations under this Agreement. All labor rates in this Agreement will be considered "fully loaded", including, but not limited to meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses.

25. SHIPPING FEES

The State will not pay for any shipping or delivery fees unless specifically itemized in this Agreement.

26. TICKET PURCHASE AND PRIZE PAYMENT RESTRICTIONS

No Contractor, subcontractor or related entity, or officer, director, partner, employee, or owner of the Contractor or of

any current subcontractor or related entity, and no spouse, child, brother, sister, or parent residing in the household in the principal place of abode of any such individual shall purchase a New Hampshire Lottery ticket or be paid a prize in any New Hampshire Lottery game. The Contractor shall ensure that this requirement is made known to each affected individual.

Upon request by NHLC, Contractor must provide a list of all such ineligible persons within thirty (30) days.

27. CONTRACTOR ETHICS AND INTEGRITY

The Contractor is obligated to meet high standards for ethics and integrity under this Contract:

- a. The Contractor and employees shall not offer or give any gift, gratuity, favor, entertainment, loan, or any other thing of material monetary value to any NHLC employee.
- b. The Contractor and employees of the Contractor shall not disclose any business sensitive or confidential information gained by virtue of this Contract to any party without the consent of the Executive Director of the NHLC.
- c. The Contractor and employees shall take no action in the performance of this Contract to create an unfair, unethical, or illegal competitive advantage for itself or others.

For violation of the above provisions, the NHLC may terminate the contract, receive restitution from the Contractor, debar the Contractor, or take any other appropriate action against the Contractor.

28. CONFIDENTIALITY REQUIREMENTS

State Confidential Information

In performing its obligations under this Agreement, Contractor may gain access to information of the State, including State Confidential Information. "State Confidential Information" shall include, but not be limited to, information exempted from public disclosure under New Hampshire RSA Chapter 91-A: *Access to Public Records and Meetings* (see e.g., RSA Chapter 91-A: 5 Exemptions). Confidential Information also includes any and all information owned or managed by the State of New Hampshire - created, received from or on behalf of any Agency of the State or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes but is not limited to Protected Health Information (PHI), Personally Identifiable Information (PII), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information. Contractor shall not use the State Confidential Information developed or obtained during the performance of, or acquired, or developed by reason of the Agreement, except as directly connected to and necessary for the performance of the Agreement. Contractor shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively "release"), all State Confidential Information.

Subject to applicable federal or State laws and regulations, Confidential Information shall not include information which:

- a. shall have otherwise become publicly available other than as a result of disclosure by the receiving party in breach hereof;
- b. was disclosed to the receiving party on a non-confidential basis from a source other than the disclosing party, which the receiving party believes is not prohibited from disclosing such information as a result of an obligation in favor of the disclosing party;
- c. is developed by the receiving party independently of, or was known by the receiving party prior to, any disclosure of such information made by the disclosing party; or
- d. is disclosed with the written consent of the disclosing party.

A receiving party also may disclose Confidential Information to the extent required by an order of a court of competent jurisdiction. Any disclosure of the State Confidential Information shall require the prior written approval of the State. Contractor shall immediately notify the State if any request, subpoena or other legal process is served upon Contractor regarding the State Confidential Information, and Contractor shall cooperate with the State in any effort the State undertakes

to contest the request, subpoena or other legal process, at no additional cost to the State.

In the event of the unauthorized release of State Confidential Information, Contractor shall immediately notify the State, and the State may immediately be entitled to pursue any remedy at law and in equity, including, but not limited to, injunctive relief.

Contractor Confidential Information

Contractor shall clearly identify in writing all information it claims to be confidential or proprietary upon providing such information to the State. For the purposes of complying with its legal obligations, the State is under no obligation to accept the Contractor's designation of material as confidential. Contractor acknowledges that the State is subject to State and federal laws governing disclosure of information including, but not limited to, RSA Chapter 91-A. The State shall maintain the confidentiality of the identified Contractor Confidential Information insofar as it is consistent with applicable State and federal laws or regulations. In the event the State receives a request for the information identified by Contractor as confidential, the State shall notify Contractor and specify the date the State will be releasing the requested information. At the request of the State, Contractor shall cooperate and assist the State with the collection and review of Contractor's information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be Contractor's sole responsibility and at Contractor's sole expense. If Contractor fails to obtain a court order enjoining the disclosure, the State shall release the information on the date specified in the State's notice to Contractor, without any liability to the State.

Survival

All of the terms in Contract Warranties and Representations of this Agreement shall survive the termination or expiration of the Agreement.

29. CONTRACT WARRANTIES & REPRESENTATIONS

System

The Contractor warrants that any Systems provided under this Agreement will operate to conform to the Specifications, terms, and requirements of this Agreement.

Software

The Contractor warrants that any Software provided as part of this Agreement, including but not limited to the individual modules or functions furnished under the Contract, is properly functioning within the System, compliant with the requirements of the Contract, and will operate in accordance with the Specifications and Terms of the Contract.

Compatibility

Contractor warrants that all System components, including but not limited to the components provided, including any replacement or upgraded System Software components provided by Contractor to correct Deficiencies or as an Enhancement, shall operate with the rest of the System without loss of any functionality.

Services

Contractor warrants that all Services to be provided under this Agreement will be provided expediently, in a professional manner, in accordance with industry standards and that Services will comply with performance standards, Specifications, and terms of the Contract.

Service Level Agreements and Liquidated Damages

Contractor agrees that it will meet service levels as set forth below. The State may assess liquidated damages in the amount specified for each material failure to meet an agreed upon service level. The Parties agree that it will be extremely impractical and difficult to determine actual damages as a result of any material deviation from the service level agreements. Liquidated damages are not intended as a penalty. It is expressly agreed that the waiver of any liquidated damages due to the State shall constitute a waiver only as to such liquidated damages and not a waiver of any future liquidated damages. Failure to

demand payment of liquidated damages within any period of time shall not constitute a waiver of such claim by the State.

A. Conditions for Assessment of Liquidated Damages

Installation/Conversion

Milestone 1 – The Contractor will meet the readiness for Lottery User Acceptance Testing milestone eighty-five (85) calendar days prior to the Contract-agreed production start-up date. Readiness for UAT includes but is not limited to all specification approval, successful QA, and test scripts provided. The Lottery may impose Liquidated Damages of \$2,500 for each day of delay.

Milestone 2 – The Contractor will pass the Lottery User Acceptance Testing Approval milestone ten (10) business days prior to the Contract-agreed production start-up date. The Lottery may impose Liquidated Damages of \$5,000 for each day of delay, if such delay is caused by unresolved errors and issues encountered in the Lottery User Acceptance Testing.

Milestone 3 – The Contractor will meet the Scheduled Implementation milestone beginning with the Contract-agreed production start-up date. The Lottery may impose Liquidated Damages of \$10,000.00 for each day of delay.

Milestone 4 –After start-up there will be a period of hyper care where all issues are tracked and swiftly resolved. The Lottery may impose Liquidated Damages of \$500.00 for each day of delay for each Deliverable that the Contractor fails to deliver in accordance with the mitigation schedule, which will be defined in the Project Scope, or for each day of delay for requirements set forth in the Contract.

Timely and Accurate Reports and Files

a. **Conditions**

The Contractor fails to provide timely, sufficient, and accurate system and/or report files within the specified time frames and descriptions in the contract. Rendering of processed files may take shape in the form of an email, SMS message, web page display, or other communications initiated from Contractor-provided technology and services.

b. **Damages**

For each late, insufficient, or inaccurate computer file required by this contract, the Executive Director of the NHLC may impose liquidated damages in the amount up to \$1,000 per day per file, until the required accurate file is provided to the NHLC.

Warranty on Active Player Sessions

a. **Condition**

Player's session times out without player prompting, and is not due to player issue of Operating System, Wi-Fi, browser or otherwise.

b. **Damages**

Damages of \$1,000 per instance will be assessed for session time-outs not due to any player technical issue.

System Integration over Term of Contract

a. **Condition**

Contractor shall complete all installation preparations as required, complete system testing to the Lottery's satisfaction, pass Lottery acceptance testing, comply with all other contractual requirements in effect during the contract period, and achieve readiness for production operations of new approved integrations.

b. **Damages**

Damages of \$1,000 per day may be assessed per instance of non-readiness in UAT and/or Production for system integration.

Failure to Provide Software/Game Testing and Quality Software/Game Turnover

a. Condition

Contractor fails to provide a quality assurance test plan or a report on the quality assurance test, or fails to provide quality tested software or e-Instant in accordance with game or release documents, liquidated damages may be assessed.

b. Damages

If the Contractor fails to provide fully tested software or games and is turned over for user acceptance testing and it does not meet standards or game specifications, the Contractor may be charged liquidated damages of \$1,000 for the first violation and increment \$2,500 for each subsequent violation for the same software or game.

Unauthorized Software and/or Hardware Modifications

a. Condition

Contractors shall not modify any software or hardware without the prior written approval from the appropriate parties at the Lottery in UAT or Production.

b. Damages

If the Contractor modifies any software or hardware without the prior written approval from the appropriate parties at the Lottery, the Lottery may issue a written order that the change or modification be removed, and the System restored to its previous operating state at the Contractor's expense. "Modification" does not include replacement of component with an essentially similar working component in the event of necessary maintenance.

System Availability

a. Condition

Contractor shall ensure that the Contractor's Online Platform is Available, as measured over the course of each calendar month during the Term (each such calendar month, a "Service Period"), at least 99.5% of the time, excluding only the time the iLottery platform is not Available solely as a result of one or more Exceptions (the "Availability Requirement"). "Available" means the iLottery platform is available and operates for access and use by the Lottery and its players over the internet in material conformity with the Contractor's normal functionality.

No period of iLottery platform degradation or inoperability will be included in calculating Availability to the extent that such downtime or degradation is due to any of the following ("Exceptions"):

- a. Failures of the Lottery's, or any individual player's, internet connectivity;
- b. Internet or other network traffic problems other than problems arising in or from networks actually or required to be provided or controlled by the Contractor or its Subcontractors;
- c. The Lottery's or any individual player's failure to meet any minimum hardware or software requirements set forth in the iLottery Platform Functional Specifications;
- d. Scheduled or emergency maintenance;
- e. Downtime tied to the modification requests of Lottery or due to compliance with legal process.

b. Damages

If the iLottery platform fails in any respect to meet or exceed the Availability Requirement in any month, such failure shall be subject to Liquidated Damages in the following amounts:

- (a) If the iLottery platform is not Available 99.5% of the time but is available more than 99.0% of the time, then in addition to any other remedies available under this Agreement or applicable Law, the Lottery shall be entitled to a credit in the amount of \$15,000 each month this service level is not satisfied;
- (b) If the iLottery platform is not available more than 99.0% of the time, then in addition to any other remedies available under this Contract or applicable Law, the Lottery shall be entitled to a credit in the amount of \$30,000 each month this service level is not satisfied.

If the actual Availability of the iLottery platform is less than the Availability Requirement in three consecutive months, then, in addition to all other remedies available to the Lottery, the Lottery may terminate this Agreement on written notice to the Contractor.

System Degraded Performance

a. Condition

No period of iLottery platform degradation or inoperability will be included in calculating Availability to the extent that such downtime or degradation is due to any of the following ("Exceptions"):

- Failures of the Lottery's, or any individual player's, internet connectivity;
- Internet or other network traffic problems other than problems arising in or from networks actually or required to be provided or controlled by the Contractor or its Subcontractors; or
- The Lottery's or any individual player's failure to meet any minimum hardware or software requirements set forth in the iLottery Platform Functional Specifications;
- Scheduled or emergency maintenance;
- Downtime tied to the modification requests of Lottery or due to compliance with legal process.

If any of the Contractor's server processes continually reach 95% capacity for more than ten minutes, then the Contractor should take immediate corrective action with respect to those processes and equipment under the Contractor's control. For equipment and software outside of the Contractor's control, the Contractor should contact the Lottery within thirty minutes to take the necessary corrective action. For the purposes herein, "control" means the ability to direct or influence the related operations, directly or indirectly, by virtue of contract, ownership of voting shares, or otherwise.

b. Damages

If the iLottery platform fails in any respect to meet or exceed the Availability Requirement in any month, such failure shall be subject to Liquidated Damages in the following amounts:

- If the iLottery platform is not Available 99.5% of the time but is available more than 99.0% of the time, then in addition to any other remedies available under this Agreement or applicable Law, the Lottery shall be entitled to a credit in the amount of \$15,000 each month this service level is not satisfied;
- If the iLottery platform is not available more than 99.0% of the time, then in addition to any other remedies available under this Contract or applicable Law, the Lottery shall be entitled to a credit in the amount of \$30,000 each month this service level is not satisfied.
- If the actual Availability of the iLottery platform is less than the Availability Requirement in three consecutive months, then, in addition to all other remedies available to the Lottery, the Lottery may terminate this Agreement on written notice to the Contractor.

Software Release Documentation

a. Condition

Contractor fails to provide timely and accurate specification as well as test scripts for all enhancements, including how third-party integrations perform within the system.

b. Damages

If the Contractor fails to provide timely and accurate specifications and/or test scripts, the Contractor may be charged liquidated damages of \$1,000 for the first violation and \$2,500 for each subsequent violation.

Software Release Schedule Adherence

a. Condition

Contractor fails to provide the number of releases as agreed to, liquidated damages may be assessed.

b. Damages

If the Contractor fails to provide the agreed upon number of releases in a fiscal year, the Contractor may be charged liquidated damages of \$1,000 for the first violation and \$2,500 for each subsequent violation for the same software or game.

Roadmap Guarantee Adherence

Condition

Contractor fails to provide the number of hours and enhancements as agreed to, liquidated damages may be assessed.

b. Damages

If the Contractor fails to provide the agreed upon number of hours in a fiscal year, or provide the enhancements as agreed to, the Contractor may be charged liquidated damages of \$1,000 for the first violation and \$2,500 for each subsequent violation, in addition to the hours rolling to the subsequent fiscal year.

Warranty on Viewing Previous Wagers

a. Condition

Player clicks "view" in their history but is unable to view a dynamic replay of wagers on any one platform.

b. Damages

Damages of \$1,000 per instance may be assessed for non-viewable previously played wagers on any platform.

Warranty on e-Instant Payout

a. Condition

The total payout of an e-Instant varies from what the Lottery standard is for each game, as documented in the game working papers.

b. Damages

Damages in the amount of up to 5% of the total bets for said game, as determined by the Lottery, will be assessed.

Warranty on e-Instant Launch

a. Condition

The e-Instant game is unable to launch on designated day and time due to failure of Contractor- technical or otherwise.

b. Damages

Damages in the amount of \$5,000 per day will be assessed.

Warranty on Customer Service Center

a. Condition

Contractor fails to meet the service levels identified and agreed to by both parties, including, but not limited to outages, hold times, response times and other service levels, as agreed to per Exhibit A, 27 B.

b. Damages

Damages in the amount of up \$2,000 per service level not met may be assessed. Chronic problems, defined as issues that occur more than three times in any thirty-day period or those lasting longer than 8 hours, may be assessed additional damages up to \$10,000 per chronic failure.

Failure to Provide Verified New Employee Information

a. Condition

Contractor fails to provide the Lottery with any required employee documentation for completion of

background and security checks prior to employment on the Contract.

b. Damages

If an employee is placed in service on the Contract before the employee has been approved by the Lottery, the Lottery may impose Liquidated Damages of two hundred dollars \$200.00 for each violation.

Failure to Comply with Multi-Jurisdictional Standards

a. Condition

Contractor fails to comply with any required Lottery and/or multi-jurisdictional standards.

b. Damages

If the Contractor fails to comply with any required Lottery or multi-jurisdictional association standard within sixty calendar days following notification by the Lottery to the Contractor of any changes to such standards, the Lottery may impose Liquidated Damages of \$5,000.00 for each instance of non-compliance. In addition, the Lottery may impose an additional five thousand dollars \$5,000.00 for each subsequent 7-day period, or portion thereof, for each instance for which compliance has not been achieved.

Unauthorized Access

a. Condition

Contractors shall preclude personnel not authorized by the Lottery from accessing the NHLC servers or facilities, computer systems and software and any gaming data.

b. Damages

If the Contractor fails to preclude access by unauthorized personnel, the Lottery may impose liquidated damages up to \$5,000 for each person and for each incident in violation. Each and every act that permits access by an unauthorized person is an incident.

Failure to Report Incidents

For the purposes of this section the term "Incident" shall mean the event during which Contractor failed to meet the service level agreement. Damages will be assessed based on the numbers of events themselves, not the number of individual times an individual or group experienced a failure during the event.

a. Condition

It will be the responsibility of the Contractor to immediately report all significant incidents related to the operation of the System. The immediate reporting shall be delivered personally or by telephone within one (1) hour of the discovery of the incident, followed by an email addressed to the Lottery Executive Director within 24 hours of the incident. All written reports and notifications may be sent by email directly to the Lottery Executive Director or designee. At a minimum, each of the following types of events require a written report:

- i. Data breach
- ii. Security violations
- iii. System failure or outage
- iv. RGS failure
- v. API or data transmission failure
- vi. Draw game failure including out of balance conditions
- vii. E-Instant failure
- viii. Emergency software or hardware changes
- ix. Failure to issue release on specified date
- x. Significant operator errors including CSC, CRM, and Draw systems
- xi. Other condition as defined by a memorandum of understanding
- xii. Any issue or situation that may cause damage to the integrity, reputation, or public image of the NHLC.

b. Damages

In the event the Contractor fails to report incidents as defined above, the Lottery may impose liquidated damages up to \$1,000 per day per incident (or fraction thereof) until an incident is correctly reported.

Failure to Remedy Audit Recommendations

- a. Condition
Contractor fails to address recommendations made as a result of a system or operational audit by a recognized authority, and concurred with by the New Hampshire Lottery, such as the Multi-State Lottery Association, the State of New Hampshire or Lottery approved auditors.
- b. Damages
In the event audit recommendations addressing any of the Contractor's operation or system activities are not corrected within 60 days of notification, unless specifically exempted by the Executive Director, the Contractor may be charged liquidated damages of \$5,000 at the end of the initial 60 day period and an additional \$5,000 each subsequent 30 day period or any portion thereof, for which the audit recommendation corrections are not completed.

Failure to Prohibit Unauthorized Players

- a. Condition
Contractor fails to prohibit unauthorized players from betting on the Contractor's Online Platform.
- b. Damages
The contractor will be assessed Liquidated Damages of \$2,500 for the first Incident where an underage player is permitted to bet on Contractor's Online Platform or in a retail location. The Liquidated Damages will be escalated to \$5,000 on the second Incident and \$20,000 for each additional Incident.
- c. Damages
The contractor will be assessed Liquidated Damages of \$2,500 for the first Incident where player, while located out of state, is permitted to bet on Contractor's Online Platform. The Liquidated Damages will be escalated to \$5,000 on the second Incident and \$20,000 for each additional Incident.
- d. Damages
The contractor will be assessed Liquidated Damages of \$2,500 for the first Incident where Contractor negligently permitted a prohibited iLottery player from making a bet. The Liquidated Damages will be escalated to \$5,000 on the second Incident and \$20,000 for each additional Incident. All bets taken from prohibited iLottery players shall be voided.

B. SERVICE LEVEL AGREEMENTS

NHLC and Contractor will meet within six (6) months of the contract execution date to set specific service level agreements for the project. The agreed upon service level agreements will be memorialized in writing and will become incorporated by reference into this Agreement.

DATA SECURITY REQUIREMENTS

Restriction on Data Use

Business Use and Disclosure of Confidential Information.

- 1. The Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract.
- 2. The Contractor must not disclose any Confidential Information in response to a request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying the State so that the State has an opportunity to consent or object to the disclosure.
- 3. The Contractor agrees that State Data or derivative there from disclosed to the Contractor, its employees, subcontractors, and the like (the "End User") must only be used pursuant to the terms of this Contract.
- 4. The Contractor agrees State Data obtained under this Contract may not be used for any other purposes that are

not indicated in this Contract.

5. The Contractor agrees to grant access to the data to the authorized representatives of the State for the purpose of inspecting to confirm compliance with the terms of this Contract.

Methods of Secure Transmission of Data

1. Application Encryption. If End User is transmitting State data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting State data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the Contractor will be responsible to ensure that data is encrypted when it is transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental US and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.
9. Remote User Communication. If an End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If an End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If an End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

Retention and Disposition of Identifiable Records

Unless otherwise directed, the Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have one hundred and eighty (180) days to destroy the data and any derivative in whatever form it may exist, unless otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer, or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NHLC systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location.

5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH and MUSL compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, must have aggressive intrusion-detection and firewall protection.
6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory, and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within one hundred and eighty (180) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within one hundred and eight (180) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

Procedures for Security

Contractor agrees to safeguard the State Confidential Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect State confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect State confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store State confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NHLC systems and/or State confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting State confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the State to sign and comply with all applicable State of New Hampshire system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor

and any applicable sub-contractors prior to system access being authorized.

8. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from NHLHC.
9. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.
10. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information.
11. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
12. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify NHLHC of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
13. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such State Data to perform their official duties in connection with purposes identified in this Contract.
14. The Contractor must ensure that all End Users:
 - a. Comply with such safeguards as referenced above, implemented to protect Confidential Information that is furnished by State under this Contract from loss, theft or inadvertent disclosure.
 - b. Safeguard this information at all times.
 - c. Ensure that laptops and other electronic devices/media containing Confidential Information are encrypted and password-protected.
 - d. Send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
 - e. Limit disclosure of the Confidential Information to the extent permitted by law.
 - f. Confidential Information received under this Contract and individually identifiable data derived from State Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
 - g. Only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as defined above.
 - h. In all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
 - i. Understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third-party application.

Contractor is responsible for oversight and compliance of their End Users. State reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided herein, applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

Data Breach Notification

RSA 359-C:20 requires public breach notification to individuals whose information has been or may be misused. All legal notifications required as a result of a breach of information collected pursuant to this Contract shall be coordinated with the State.

Annual Reporting

Contractor is required to provide the below reports on an annual basis according to the timelines sent in each reporting requirement below.

- Within 90 days after the close of the NHLC fiscal year the Contractor agrees to provide a System and Organization II (SOC II) report to the Chief Compliance Office and Director of Security at the NHLC.
- The Contractor shall have a complete corporate financial audit conducted annually, at its own expense. The audit must follow generally accepted auditing standards (GAAS) or the appropriate non-US equivalent. A copy of the Contractor's certified financial statements shall be provided within one quarter after the close of the Contractor's fiscal year.
- The Vendor shall provide the Lottery with Securities and Exchange Commission (SEC) 10-K reports (or the appropriate non-US equivalent) as they are issued, together with any other reports required pursuant to Section 13 of the Securities and Exchange Act of 1934, as amended.
- A third-party review of the Contractor's New Hampshire operations must also be conducted annually. This audit will be a Statement on SOC I Type 2 report, at the sole discretion and determination of the Lottery, and shall be paid for by the Contractor. For this review the Contractor will suggest, for the Lottery's approval, the firm(s) to perform the work. All financial aspects shall be conducted pursuant to auditing standards as issued by the American Institute of Certified Public Accountants. Annual reviews shall occur on a July through June basis and will be reported to the Lottery not later than forty-five (45) days after the close of the State's fiscal year. The first audit shall cover a partial year ending with the State's fiscal year.
- The Contractor shall perform an Annual System Integrity and Security Assessment conducted by an independent professional with at least five (5)-years of lottery and/or gaming system security testing experience. The selection of the independent professional is to be done by the Contractor, subject to the approval of the Lottery. The first assessment should be completed within 90 days of commencing operations and annually thereafter.
 - The scope of the Annual System Integrity and Security Assessment is subject to approval of the Lottery and shall include, at a minimum, all of the following:
 - A vulnerability assessment of digital platforms, mobile applications, internal, external, and wireless networks with the intent of identifying vulnerabilities of all devices, the computer servers, and applications transferring, storing, and/ or processing personal identifying information and/or other sensitive information connected to or present on the networks.
 - A penetration test of all digital platforms, mobile applications, internal, external, and wireless networks to confirm if identified vulnerabilities of all devices, the computer servers, and applications are susceptible to compromise.
 - A review of the firewall rules to verify the operating condition of the firewall and the effectiveness of its security configuration and rule sets performed on all the perimeter firewalls and the internal firewalls;
 - A technical security control assessment against the provisions defined by the standards adopted by the Lottery (The standards that should be used are GLI-19 and ISO27001.);
 - If the Contractor utilizes a cloud service provider, an assessment performed on the access controls, account management, logging and monitoring, and over security configurations of their cloud tenant;
 - An evaluation of information security services, player banking services, geo-location services, and any other gaming services which may be offered directly by the Contractors or involve the use of service providers against the provisions adopted by the Lottery; and
 - Any other specific criteria or standards for the integrity and security assessment as prescribed by the Lottery.

- o The full Independent professional's report on the assessment shall be submitted to NHLC no later than thirty (30) days after the assessment is conducted and shall include all the following:
 - A. Scope of review;
 - B. Name and company affiliation of the individual(s) who conducted the assessment;
 - C. Date of assessment;
 - D. Findings;
 - E. Recommended corrective action, if applicable; and
 - F. The Contractor's response to the findings and recommended corrective action. If the Independent professional's report recommends corrective action, the Contractor shall provide the Lottery with a remediation plan and any risk mitigation plans which detail the Contractor's actions and schedule to implement the corrective action. Once the corrective action has been taken, the Contractor will provide the Lottery with documentation evidencing completion.

Security Reports

The Contractor agrees to immediately report any security procedural violation, violation of law (e.g. theft), or security breach of the equipment, software or material used or to be used in the performance of this contract. The report will be delivered personally or by telephone, followed by a certified letter addressed to the Executive Director of the NHLC or his designee.

Contractor agrees to report any change in, addition to, or deletion from, the information disclosed to the NHLC. The report will be in the form of a letter addressed to the Executive Director of the NHLC and will be delivered within thirty (30) days of the effective date of the change, addition, or deletion.

In particular the Contractor must report the involvement of any of the Contractor's employees, owners, or agents in any known criminal arrest (exclusive of minor traffic violations) or investigation, or any such action or event, should it be reasonably able to construe that event as having some relationship to the security, integrity, and image of the NHLC.

Additional Security Measures

The NHLC reserves the right to require at any time further and additional security measures as it may, in its sole discretion, deem necessary or appropriate to ensure the integrity of the System or of the games.

30. DISPUTES UNDER THE CONTRACT

Prior to the filing of any formal proceedings with respect to a dispute (other than an action seeking injunctive relief with respect to intellectual property rights or Confidential Information), the party believing itself aggrieved (the "Invoking Party") shall call for progressive management involvement in the dispute negotiation by written notice to the other party. Such notice shall be without prejudice to the Invoking Party's right to any other remedy permitted under the Contract.

The parties shall use reasonable efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places, between negotiators for the parties at the following successive management levels, each of which shall have a period of allotted time as specified below in which to attempt to resolve the dispute:

Dispute Resolution Responsibility and Schedule Table

LEVEL	CONTRACTOR NAME		<u>CUMULATIVE ALLOTTED TIME</u>
Primary	<u>Liat Horev</u> <u>Project Director US</u>	<u>Bunu Gurung</u> Business System Analyst	5 Business Days

	<u>Lotteries</u>		
First	<u>Sidney Sabbag</u> <u>Director of Product</u> <u>and Solutions</u>	<u>Richa Yadav</u> Director Product & Development	10 Business Days
Second	<u>Rob Wesley VP of</u> <u>North American</u> <u>Customer</u> <u>Development</u>	<u>Kelley-Jaye Cleland</u> Chief Product & Program Officer	15 Business Days
Final	<u>Chris Shabban MD</u> <u>Lottery</u>	<u>Charles McIntyre</u> Executive Director	15 Business Days

The allotted time for the first level negotiations shall begin on the date the Invoking Party's notice is received by the other party. Subsequent allotted time is days from the date that the original Invoking Party's notice is received by the other party.

EXHIBIT B

Scope of Services

The Contractor will be responsible to provide the iLottery gaming systems and services identified in RFP 2023-02, including all amendments thereto, in the manner proposed by the Contractor in its' August 9, 2023 Response to Request for Proposal.

As fully outlined in the Request for Proposal and Contractor response, the Contractor will provide:

1. Funding for System and Services Conversion as outlined in RFP Section 5A, Paragraph 7.
2. An iLottery Gaming System and related services as outlined in RFP Section 5B, including 50% more hours (for a total of 3,000 hours) for enhancements per fiscal year than requested.
3. An iLottery Portal and Player Account Management (PAM) system as outlined in RFP Section 5C.
4. Payment Processing as the Merchant of Record and Claims Administration as outlined in RFP Section 5D.
5. A browser based back-office system as outlined in RFP Section 5E.
6. iLottery games, game support, and third-party game integration and management as outlined in RFP Section 5F, including Wizard games as well as neogames' games.
7. Marketing Support and Services, including research and development, player community management, affiliate programs, and promotional services, as outlined in RFP Section 5G.
8. Retail inclusion allowing for a seamless player experience between iLottery and retail purchases as outlined in RFP Section 5H.
9. Integration with the Lottery's Player Application and Rewards Program as outlined in RFP Section 5I.
10. A data warehouse, integrations with other key vendors, data visualization, analytics tools, and personnel as outlined in RFP Section 5J.
11. An iLottery Customer Support Center as outlined in RFP Section 5K, which includes omni customer support for iLottery, retail and rewards customers.
12. Responsible gaming tools and programs as outlined in RFP Section 5L.
13. Project staffing as outlined in RFP Section 5M.

Exhibit B-1

Invited Options Elected by The Lottery

In addition to the scope of services set forth in Exhibit B, the Contractor agrees to provide the following additional services to NHLC as part of this contract as set forth in the Contractor's response:

1. Additional Staffing, beyond what is required within the base RFP, to include a Customer Retention Strategist (100% dedicated to New Hampshire), Affiliate Manager (100% dedicated to New Hampshire year one and to be determined in subsequent year), and three roles that are shared across other NeoGames accounts: Marketing and Lifecycle Automations Manager, a Copy Writer, and a Graphic Designer as outlined in the NeoGames response in Section 5.N.1-1-4, as well as other positions over the term of the contract the Lottery may need to support the iLottery program.
2. A Player Application and Rewards Program for both retail and iLottery rewards, mobile play slips, ticket scanning, second chance entry, and more as detailed in the NeoGames response in Section 5.N.2-1-43.
3. Player Acquisition, specifically for funnel optimization, strategy, and analysis, as outlined in NeoGames' response in 5.N.3.-1-18, though execution, creative, social media, media buying and advertising will remain with the Lottery's advertising agency of record, but they will work collaboratively with NeoGames to carry out the strategy. This is outlined in the NeoGames response Section 5.N.3-1.
4. An Omni-Wallet, permitting players to use their iLottery account funds to purchase tickets at retail, to cash out iLottery winnings at retail, and other retail and iLottery wallet integrations, as outlined in NeoGames' response in Section 5.N.4-11. Note, this option would not be exercised until the next Retail System provider contract is live or within six (6 months of go-live) on or around October 1, 2026-March 31, 2027.
5. Combined Player Support, based in New Hampshire, to centralize player inquiries and provide personalized service to players using the mobile app, rewards program, iLottery and purchasing at retail. Players can engage through chat, email or phone, with the ability to scale staffing for peak volumes (jackpot run), to have robust case management, and to easily transfer players from the support center to the Lottery and vice versa, as outlined in NeoGames' response in Section 5.N.5-1-7.
6. An Enhanced Technology Education Opportunity, that provides a Lottery Summer Internship Program, available to students at select New Hampshire colleges and universities, to obtain first-hand experience in game design, technical business analysis, digital marketing, data analysis, application and backend (.net) development, and project management. This is further outlined in the NeoGames response in Section 5.N.6-1-5.

The Parties agree they will negotiate specification documents for the above scopes of work which will be incorporated into this agreement by reference.

Exhibit B-2

Offered Options Elected by The Lottery

In addition to the scope of services set forth in Exhibit B, the Lottery selected the following services, offered by the Contractor, who agree to provide the following additional services to NHLC as part of this contract:

1. Portal Development Services to provide an integrated and secure content management system for seamless sharing of content between the mobile app and website, as detailed by NeoGames in their response in Section 5.0-1-14.

The Parties agree they will negotiate specification documents for the above scopes of work which will be incorporated into this agreement by reference.

Exhibit C

Price and Payment Schedules

NHLC and Contractor agree that the compensation for services shall be as follows:

1. Base System and Services

All products, systems, and services set out in Exhibit B including but not limited to conversion and data migration, scope and specification development, gaming system (primary and backup), player portal and player account management, back office systems, claims and payments, research and development, ICS, draw operations services, hosting and management of third party game providers, providing strategic games direction, Pariplay's Ignite content aggregator with Fusion marketing platform, at least 12 e-Instant games from Neogames including 1 bespoke each fiscal year, at least 12 e-Instant games from Wizard games each fiscal year, any and all draw games over the term of the contract, marketing support, CRM and analysis, affiliate program management, retail inclusion, player app and rewards program integration, data warehouse, reporting, analysis and associated items, customer support center, responsible gambling support and services, conversion and contract duration staffing, dedicated iLottery marketing director staffing, and support and management of the Neo-Hampshire enhanced technology education opportunity internship program, and will be compensated based on a percentage of gross sales for Draw Games and net gaming revenue (NGR) for e-instants, generated by the iLottery platform from the start of the production system to the conclusion of the contract. NGR is defined as gross sales minus prizes and bonuses.

Additionally, for conversion preparation, Neogames will allocate \$1,000,000 for independent third-party conversion support through project management and testing, by a vendor chosen by the Lottery.

The Contractor's compensation will be at the following percentages:

Pricing	
Item	%
Draw Games	5.90 of total draw gross sales
e-Instants	16.30 of total e-Instants NGR

2. Supplemental E-Instant Pricing

Neogames, as part of the base contract pricing, offered at least 11 off the shelf e-Instant games and 1 bespoke e-Instant game, as well as other Neogames' games and at least 12 Wizard games per fiscal year. NHLC may choose but is not obligated to purchase additional e-Instant games beyond the minimum of 11 OTS and at least 1 bespoke game a fiscal year provided as part of the base price. The Contractor's compensation for any third-party games ordered by NHLC shall be as follows:

Section 6- Supplemental e-Instant Pricing Table	
Fee Pricing	
Game Category	Cost (in U.S. Dollars)
Off the Shelf	\$0
Customized	\$20,000
Makeover	\$40,000
Bespoke/Tailor Made	\$80,000

Based on the potential that all 26 games launched each fiscal year could be from third-party vendors, the Lottery estimates a budget not to exceed \$1,000,000 for non-licensed property third party e-Instant games.

The Lottery, per the RFP reserves the right to procure licensed property games from Neogames or third parties, where the costs are negotiable (see RFP Section F. 3. 16.-17.).

3. Invited Options and Offered Options

NHLC and Contractor agree that the accepted Invited and Offered Options outlined in Exhibit B-1 and B-2 shall be compensated as set out below.

Item	Cost
Additional Staffing for positions noted in RFP	No Cost
Player Application and Rewards Program	2.25% of net gaming e-Instant revenue
Player Acquisition	No Cost
Omni Wallet	No Cost
Combined Player Support in New Hampshire	No Cost
Enhanced Technology Education Opportunity	No Cost
Portal Design, Development and Hosting Services	1.25% of net gaming e-Instant revenue
Cost per Hour for Enhancement Development, beyond the 3,000 hours per fiscal year	\$220 per hour
Cost per Hour for App and Rewards Enhancement Development, beyond the 900 hours per fiscal year	\$220 per hour
Cost per Hour for Portal Enhancement Development, beyond the 700 hours per fiscal year	\$220 per hour

The Lottery is allocating 500 hours per fiscal year, or \$110,000 for enhancements to be used as needed based on development roadmaps for the iLottery system, App and Rewards program and Portal, with the ability to roll the hours over to the subsequent fiscal year.

Contractor shall submit invoices to NHLC based on a fiscal sales month calendar identified by NHLC. All invoices will clearly identify and itemize the game vertical associated with the charges. Contractor shall provide separate invoices for any games that are identified by NHLC as "Tri-State games."

Contractor agrees to meet with NHLC promptly to address any questions relating to any submitted invoices.

Exhibit D

NHLC RFP Lot 2023-02

A complete copy of NHLC RFP 2023-02 "RFP for iLottery Systems, Games and Services" is attached hereto.

**STATE OF NEW HAMPSHIRE
NEW HAMPSHIRE LOTTERY COMMISSION
iLOTTERY SYSTEMS, GAMES, AND SERVICES**

RFP LOT 2023-02

Issued June 12, 2023

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SECTION 1 – Overview and Schedule

A. Executive Summary

The New Hampshire Lottery Commission (Lottery, NHLC) is issuing this Request for Proposals (“RFP”) to invite interested parties (“Bidders”) to submit Proposals for the development, implementation, operational support, and maintenance of an iLottery System (“System”), games, ancillary systems, as well as supporting the Lottery with key services.

B. Schedule of Events

The following table provides a Schedule of Events for this RFP through contract finalization and approval. The Lottery reserves the right to amend this Schedule at its sole discretion and at any time through a published Addendum.

EVENT	DATE	Eastern Daylight Time UTC-4
RFP Released to Bidders (Advertisement)	June 12, 2023	
Bidder’s Inquiry Period End (1 st round)	June 23, 2023	4:00 PM
Lottery Written Responses Issued (1 st round)	July 10, 2023	
Bidder’s Inquiry Period End (2 nd round)	July 17, 2023	4:00 PM
Lottery’s Written Responses Issued (2 nd round)	July 25, 2023	
Deadline for Proposal Submission	August 9, 2023	4:00 PM
Estimated Timeframe for Bidder Oral Presentations and Interview (if applicable)	September 5-September 15, 2023	
Final Technical and Price Scoring	September 18-22, 2023	
Estimated Notification of Selection and Begin Contract Negotiations	September 25, 2023	
Estimated Date of Approval of Final Contract	November 15, 2023	

SECTION 2 – Background and Objectives

A. Background

The New Hampshire Lottery Commission (NHLC) is led by a three-member Commission and an Executive Director, Charles McIntyre. Four major business units report to the Executive Director: Licensing and Enforcement; Administration and Facilities; Finance; Sales, Product and Marketing. The Lottery is headquartered in Concord, New Hampshire with a satellite office also in Concord for Licensing and Enforcement. In total, the Lottery has approximately 70 employees.

The iLottery program is led by the Product and Digital team, which is part of the Sales, Product and Marketing business unit. No staff member is 100% dedicated to iLottery. Rather, all staff dedicate time to both retail and iLottery projects.

NHLC iLottery launched September 4, 2018, and has grown to offer over 100 e-Instant games by two e-Instant providers, as well as Powerball, Mega Millions, Tri-State Gimme 5, and Lucky for Life draw games, with Tri-State Megabucks under development to launch in September 2023.

As of April 2023, there are 173,818 registered iLottery users, about 12.6% of New Hampshire's total population, and 112,822 iLottery depositors (8.25% of total population). Each year iLottery net gaming revenue continues to grow, providing almost \$7 million in Net Gaming Revenue (NGR) in its first ten months, then growing 108% in year two with \$14 million in NGR. NGR increased another 129% in FY21, with over \$32 million in NGR, and ended FY22 with over \$42 million in NGR for a 33% increase. Fiscal 2023 is expected to end with an increase over FY22 of 15%.

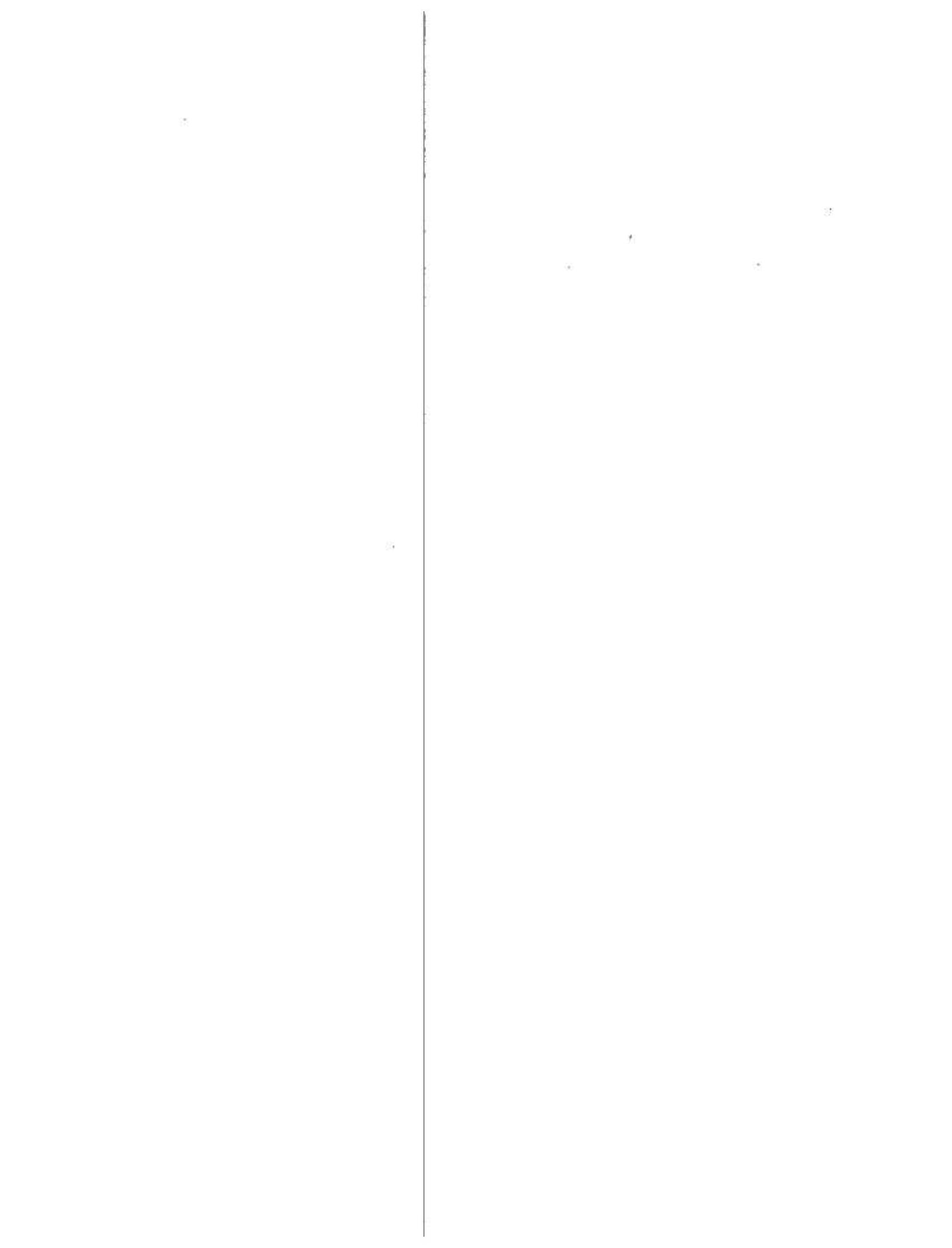
For more information on games offered in-store or through iLottery, as well as sales information visit:

[iLottery Games | New Hampshire Lottery \(nhlottery.com\)](https://nhlottery.com)
[In-Store Games | New Hampshire Lottery \(nhlottery.com\)](https://nhlottery.com)
[Financial Reports | New Hampshire Lottery \(nhlottery.com\)](https://nhlottery.com)

B. Objectives

The Lottery has the following **objectives** for issuing this RFP and resulting contract:

1. Have a seamless transition from the existing iLottery system and services vendor to the successful Bidder, being fully operational on July 1, 2025.
2. Partner with the Lottery to bring innovation and responsibly grow iLottery revenue to assist in the funding of education in New Hampshire.
3. Implement an agile, flexible iLottery system that easily implements new games, promotions, bonuses, and features, whether from the system vendor or third-party companies that will meet the needs of the Lottery and is robust and flexible enough to grow and evolve over the Term of the Contract.
4. Obtain a system and services that are cutting edge, secure, leverage data and technology, and drive constant evolution of the iLottery program.
5. Provide a system and services with the ability to leverage enhancements provided to other lottery or gaming customers, whether it be for payment option integration, player bonus and promotion build-out, user-interface changes or other enhancements.
6. Obtain a system and solutions that put user-experience and security at the forefront of design that leads to high standards for player satisfaction.
7. Offer efficient, personalized marketing strategies that maximize Lottery Return on Investment (ROI), and provide exceptional customer service, catering to the needs of New Hampshire players and expectations.
8. Maintain the highest standards, according to the National Council for Problem Gambling, for responsible gaming.
9. Maintain the highest standards for Know Your Customer and geolocation verification of players within the State of New Hampshire.



10. Obtain systems and services that are operationally sound, incorporate the highest level of integrity and security, and minimize risk for the Lottery and its customers.
11. Feature single sign-on for player application integration, using iLottery player credentials, while allowing for iLottery in-app play and shared player account management (PAM).
12. Offer a wide variety of games that push playstyle boundaries to attract myriad demographics, utilizing technology to increase speed to delivery and options for game studios.
13. Continue to strengthen cross-promotions between iLottery and traditional/retail Lottery to increase compatibility between iLottery and retail.
14. Continuously identify areas of friction, then develop and implement solutions to remedy.
15. Ensure that all proposed systems and services are ready to be operational by the agreed-upon schedule.

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SECTION 3 – Process for Submitting a Proposal

A. Proposal Submission, Deadline, and Location Instructions

Proposals submitted in response to this RFP must be received by NHLC no later than the time and date specified in the Schedule outlined in Section I. Printed Proposals may be submitted by US Mail, delivery service, or in person at 14 Integra Drive, Concord, NH 03301. Electronic must be submitted as noted below. All Proposals must be addressed to:

**New Hampshire Lottery Commission
Lynda Plante, Chief Operating Officer
14 Integra Drive, Concord NH 03301**

Proposals must be clearly marked as follows:

**STATE OF NEW HAMPSHIRE
RESPONSE TO RFP LOT 2023-02
iLottery System and Services**

Unless waived as a non-material deviation in accordance with Section 7-J, late submissions will not be accepted and will be returned to the Bidder unopened. Delivery of the Proposals shall be at the Bidder's expense. The time of receipt shall be considered when a Proposal has been officially documented by NHLC, in accordance with its established policies, as having been received at the location designated above. NHLC accepts no responsibility for mislabeled mail or mail that is not delivered or is undeliverable for whatever reason. Any damage that may occur due to shipping shall be the Bidder's responsibility. Bidders may modify or withdraw a proposal in person before 4:00 PM ET on August 9, 2023. After the deadline for proposal submission, the Bidder is not permitted to modify a proposal, except in regard to a request for clarification from the Lottery.

All Proposals submitted in response to this RFP must consist of:

1. One (1) original and five (5) clearly identified printed copies of the Proposal, including all required attachments.
2. An electronic copy in PDF format of the Proposal, including all required attachments provided to the NHLC via a flash drive (s).
3. One electronic copy in PDF format of the Proposal with all Confidential Information fully redacted, provided via a flash drive (s), as noted in Section 5 of this RFP.

Note the printed and electronic Technical and Price proposals must be separated and clearly marked as detailed in Section 5 below. Multiple proposals from a single Bidder will not be accepted. Each Bidder can submit one (1) proposal only.

B. Proposal Inquiries

All inquiries concerning this RFP, including but not limited to requests for clarifications, questions, and any changes to the RFP, shall be submitted via email to the following RFP designated Points of Contact, acting on behalf of the iLottery RFP Committee:

TO: Lynda Plante, lynda.e.plante@lottery.nh.gov
CC: John Conforti, john.j.conforti@lottery.nh.gov

Inquiries to this RFP must be via email, must reference a specific section and title, must be submitted in Word format and must not contain price data. Inquiries must be received by the designated RFP Points of Contact no later than the

conclusion of the Bidder Inquiry Periods (see Schedule of Events, Section 1 B). Inquiries received later than the conclusion of the Bidder Inquiry Periods shall not be considered properly submitted and may not be considered.

NHLC intends to issue official responses to properly submitted inquiries on or before the date specified in the Schedule of Events, Section 1 B; however, this date is subject to change at NHLC's discretion. NHLC may consolidate and/or paraphrase questions for efficiency and clarity. NHLC may, at its discretion, amend this RFP on its own initiative or in response to issues raised by inquiries, as it deems appropriate. Oral statements, representations, clarifications, or modifications concerning the RFP shall not be binding upon NHLC. Official responses by NHLC will be made only in writing by the process described above.

All answers to questions, amendments or other changes and updates to the RFP will be posted, at a minimum, on the Lottery's official procurement website:

[Statewide Bids and Proposals | Procurement and Support Services | NH Department of Administrative Services](https://apps.das.nh.gov/bidscontracts/bids.aspx)
(<https://apps.das.nh.gov/bidscontracts/bids.aspx>).

The Lottery also posts RFPs and addendums under "Lottery News" on the Lottery's website
(<https://www.nhlottery.com/About-Us/Lottery-News>)

These websites are the only valid sources of information concerning this procurement process with the New Hampshire Department of Administrative Services website taking precedent if the sites are in conflict. It is the responsibility of the Bidders to ensure they have received and taken into consideration all information provided on this website.

C. Restriction of Contact with Lottery Employees

From the date of release of this RFP until an award is made and announced regarding the selection of a Bidder, all communication with personnel employed by or under contract with NHLC regarding this RFP is forbidden unless first approved by the RFP designated Points of Contact listed in the Proposal Inquiries section, herein. NHLC employees have been directed not to hold conferences and/or discussions concerning this RFP with any potential contractor during the selection process, unless otherwise authorized by the RFP Points of Contact. Bidders may be disqualified for violating this restriction on communications. Nothing in this section shall prevent the NHLC from maintaining contact with existing vendors for normal business operations and planning unrelated to this RFP.

D. Validity of Proposal

Proposals must be valid for one hundred and eighty (180) days following the deadline for submission of Proposals in the Schedule of Events, or until the Effective Date of any resulting Contract, whichever is later.

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SECTION 4 – Scope of Work

The successful Bidder will collaboratively work with the existing iLottery vendor and associated partners, as well as the Lottery, to convert iLottery to their system and solution, for launch to the public on July 1, 2025. The successful Bidder will operate the iLottery platform, system and services as outlined in this RFP. The below items are an overview of the required system, solutions and services:

- 1. System and Services Conversion**
Provide the expertise and systematic execution to support an iLottery system and services conversion from the existing Vendor. Essential to this transition is ease for the player, accurate and secure data transfer, clarity, transparency and security, and the ability to be fully operational on July 1, 2025.
- 2. Scope and Specification Development**
Fully scope the project before initiating development. Precise New Hampshire specifications must be reviewed and signed off by the Lottery before development can begin.
- 3. Gaming System**
The successful Bidder must provide an iLottery system with primary and back up data centers within the continental United States, separate environments for development, quality assurance, user acceptance testing and production, support daylight savings, provide third-party internal control systems application, draw services and controls, support system enhancements and change management, and provide security and control features to the levels noted, in Section 5 at a minimum.
- 4. Player Portal and Player Account Management**
Utilizing code-enabled widgets and integration with the Lottery's advertising agency of record, the successful Bidder will provide a streamlined portal for players to securely access their iLottery account, providing all features of their account, security, identity verification, Know Your Customer (KYC), geolocation and fraud software and solutions, player notifications, and personalization.
- 5. Back Office System**
Bidders are required to provide a back-office system enabling the Lottery and the Bidder to access reports, player information as permitted per user role, manage various iLottery operations, while providing the back-office system in three distinct environments.
- 6. Claims and Payments**
In addition to being the Merchant of Record for the NHLC iLottery program, Bidders are required to provide fraud and compliance monitoring, myriad payment methods ideally with expedited withdrawal, as well as owning the claims and payment issuance processes according to State and Federal rules and regulations.
- 7. Games**
Bidders must have their own game studio with at least twenty-five (25) off the shelf (OTS) games. The Bidder must be able and willing to provide strategic direction for the full e-Instant category, regardless of how many games they provide, and must be willing to integrate with third-party game providers either directly or ideally through a content aggregator, on behalf of the Lottery. Additionally, all draw games currently live or under development through NHLC iLottery must be live for launch on July 1, 2025.
- 8. Marketing Support and Services**
The Lottery seeks an iLottery partner who can drive strategy, plan, create, execute and analyze customer retention efforts; who can create, can manage an affiliate program; who can conduct or contract for research efforts; and who can provide a wide range of personalized bonus options to new and existing players. The Lottery believes in data driven decision making and utilizing past lessons to make decisions to increase player value, increase deposit conversion and provide a high level of integrity and entertainment.
- 9. Retail Inclusion**
Bidders are required to assist the Lottery with furthering retail inclusion through, at a minimum, payment method buildout, crossover games, game and marketing promotions, and an affiliate program.
- 10. Player Application & Rewards Program Integration**
To maintain the current functionality of single sign-on using iLottery account credentials, the successful Bidder is required to integrate with the Lottery's mobile application and rewards vendor. Additionally,

iLottery game play must be available via the app, and the Bidders must be able to support a rewards program for iLottery, allowing players to earn and redeem points for play and other activities.

11. Data and Analytics

Access to data is key to programmatic success. Bidders are required to provide the Lottery access to full iLottery program data as well as canned and standard reporting, as well as to provide a data warehouse solution, allowing for the integration of the Lottery's vendors to one warehouse through which the Lottery has access to raw data and a data visualization tool. Additionally, Bidders must support the NHLC with staffing for iLottery programmatic analysis, beyond analysis of marketing initiatives.

12. Customer Support Center

Bidders are required to provide a player support center to handle inbound and outbound communications with New Hampshire iLottery players. The Lottery has high standards for customer support from speedy response times to full resolution of issues, to providing players with more than what they expect when it comes to assistance. Bidders must detail their ability to support the NHLC and its players with a customer support center, and how to fold the NHLC into the resolution process.

13. Responsible Gaming

Bidders are required to support responsible play for iLottery through several tools including brand level player deposit limits, self-exclusion tools, exclusion reporting, as well as providing innovative and proactive options for the NHLC to consider.

14. Staffing and Services

Bidders are required to provide staffing for a conversion team, as well as an on-going account team. The Lottery prefers staff with experience in iLottery, iGaming, casinos or the traditional Lottery space. The Lottery seeks supplemental staff and is also open to additional staff suggestions to support the operations and services of the iLottery program.

15. Invited Options- Will not be scored

The Lottery is interested in Bidders' ability to provide other options that the Lottery may select or may forego, such as a Player Application and Rewards Program; Player Acquisition services; an Omni Wallet; and a combined Player Support Center, servicing all player inquiries from retail to iLottery. Options are identified by the Lottery as "of interest" but may be proposed at the discretion of the Bidder. Invited Options will not be scored.

16. Offered Options- Will not be scored

The Lottery seeks to understand what other systems, services, solutions and staffing Bidders believe the NHLC iLottery program can benefit from. Bidders are encouraged to provide options for the Lottery to consider. Offered Options will not be scored.

Remainder of this page intentionally left blank.

SECTION 5 – Content and Requirements for Proposal

Printed and electronic Proposals must be divided into two separately sealed and clearly marked envelopes. The Printed and Electronic technical proposal must be marked with the Bidder's name and "NHLC RFP LOT 2023-02 Technical Proposal." A separately sealed Printed and Electronic price proposal must be marked with the Bidder's name and "NHLC RFP LOT 2023-02 Price Proposal."

Submitting electronic files:

Electronic files must be submitted via a flash. All electronic submittals must be clearly marked with Bidder name on each flash drive, the RFP number, and must indicate Technical or Price proposal.

The Printed and Electronic Technical Proposal must contain and respond to all the information required in the sections below.

1. All pages of the Technical Proposal must be numbered.
2. The Technical Proposal must be completed. The Lottery will reject a Technical Proposal that does not provide all of the mandatory information requested. Except to the extent specifically noted as advantageous or Invited and Offered Options, the Technical Specifications set forth must be regarded by the Bidder as mandatory.
3. The Technical Proposal shall provide all information concerning the subject area that the Bidder believes would be helpful to the Lottery in determining its ability to meet the specifications or perform the requirements.
4. In the Bidder's description of its system or related services, the Bidder must state whether any services will be provided by a subcontractor or consultant. If so, the Bidder must state the name of the subcontractor or consultant and state the function or service and percentage of work that will be performed by that subcontractor or consultant. During the term of the contract the Bidder must notify the Lottery of any changes of subcontractors or consulting services.
5. The Bidder may propose additional services, products, product components, or features not explicitly stated. If an additional service, product, product component, or feature is proposed, it should be clearly labeled as an OFFERED OPTION in the proposal and be included after the INVITED OPTIONS response section.

A. Company Information, Capabilities, and Support

Sections A -M detail all items the Bidders will be evaluated on in the Technical Proposal. Read each section in detail and respond accordingly. If the Bidder does not have experience in a specific area, does not offer the product, or does not have the capability, please write N/A. Sections N. Invited Options and O. Offered Options are optional for Bidders to respond to. Neither N. Invited Options or O. Offered Options will be scored.

1. Statement of Readiness

The Lottery requires any software, technology, and services proposed in the RFP to be operational in one (1) NASPL or three (3) WLA jurisdictions. The only exception that will be considered is for equivalent or improved newer releases/models or newly launched games as identified and detailed by the Bidder. For each section, Bidders are required to submit which NASPL and/or WLA jurisdictions the software, technology and/or services are/were operational, when implemented and the duration of time it is/was operational.

The Lottery will not consider or accept major configuration items at the specifications or conceptual stage, early in development, have not completed quality assurance, or are products only announced but not yet engineered and ready for manufacture and delivery/go-live.

The Lottery acknowledges there may be additional integration required for some of the third-party game vendors as part of the product readiness for this project. As such, the Lottery places value on those Bidders that already have this integration completed and working in a live environment. The Lottery acknowledges that the successful Bidder's existing

technology will require adaptation to New Hampshire requirements and that software would be developed and/or integrated accordingly. A Proposal based on undeveloped products, however, will be rejected.

2. Company Background

The information requested in this section applies to the bidding entity as well as any subsidiary in any way contributing to the Proposal or to the performance of the Contract. In the case of the Bidder being a Consortium, a Joint Venture, or any other multi-member organization, the information requested in this section shall be provided for all members.

The Bidder must submit its corporate information as part of the Technical Proposal. Corporate information must be complete. The Lottery will disqualify the Proposal if failure to provide all mandatory information has had a material impact on competition or otherwise prejudices the procurement process. The Bidder must provide the following general information in the Technical Proposal:

1. The name and address of the Bidder submitting the Proposal.
2. Type of business entity (e.g., corporation, partnership, etc.).
3. Place of incorporation, or other form of organization, if applicable.
4. The name, address, telephone number, and email address of the Bidder's contact.
5. Name and location of the major offices, production locations, and other facilities that relate to the Bidder's performance as proposed in its Proposal.
6. The names, addresses, and functions of any and all subcontractors, associated companies, or consultants that have been or will be involved in any phase of the project.
7. The name, address, telephone number, and email address (if available) of the Bidder's accounting or auditing firm.
8. The name(s) of any and all law firms and/or individuals representing the Bidder within the state of New Hampshire.
9. The names, addresses, and dates of birth of all persons or entities who own over five percent (5%) of the shares of the Bidder, and the names, addresses, and dates of birth of all officers and directors; if the Bidder is a subsidiary, the Bidder must disclose the information required above for its parent and/or holding company.
10. Any substantial change of ownership in the Bidder or the parent and/or holding company of the Bidder that occurred within the last year. Also, any pending changes shall be disclosed to the extent permitted by jurisdictional law and by regulatory agencies.

The Bidder is fully responsible for all aspects of the Proposal and, if applicable, the resulting Contract. In the case of the Bidder being a Consortium, a Joint Venture, or any other single- or multi-member organization, all members of such organization shall responsibly perform according to the Contract and one organization of the group shall be the responsible single point of contact.

3. Company Experience

The Bidder is required to demonstrate corporate experience, technical capability, and financial means to support the Contract. The Bidder shall describe, in detail, its current and historical experience with iLottery gaming systems and/or services; that is, descriptions and references of gaming industry engagements of comparable complexity and sensitivity that have been conducted by the Bidder over the past five (5) years.

Each experience statement shall include the following details:

1. Name of lottery or gaming enterprise(s) and estimated contract value, reflecting the estimated total revenue during the full contract period.
2. Term of the contract including effective dates.
3. Reason for contract end, if the contract is no longer in effect.

4. Types of services directly provided by the Bidder under the contract and whether the Bidder was a prime contractor or subcontractor.
5. Types and number of systems or components provided by the Bidder.

The descriptions must include names, titles, addresses, and telephone numbers that may be contacted to verify qualifying experience. The Lottery may check the references with other lottery jurisdictions to ensure that the proposed products and/or services are in place and operational. If the experience is or was provided by a teaming partner or a subcontractor that will provide a major part, then experience information for that entity must be included.

4. Contract Performance

The Bidder must be a business in good standing with its customers and the business community. The Bidder must state whether any of the following have occurred:

1. If, during the last five (5) years, the Bidder has had a contract terminated for default or cause, the Bidder must submit full details including the other party's name, address, and telephone number.
2. If, during the last five (5) years, the Bidder, a subsidiary or intermediate company, parent company, or holding company was the subject of any litigation, order, judgment, or decree of any federal or jurisdictional authority barring, suspending, or otherwise limiting the right or license of the Bidder to engage in any business, practice, or activity or, if trading in the stock of the company, has ever been suspended, the Bidder must submit full details including date(s) and explanation(s).
3. The Bidder must list all contract delivery or performance issues for the last five (5) years, where such issues ultimately led to payment of liquidated damages, any sort of penalties, contractual payment deductions, or any other material compensation, goodwill, or consideration in any form, where the accumulated value of such occurrences exceeded \$10,000 during any 12-month period. Each incident listed must be briefly described including incident nature, jurisdiction, date(s) or period, and value. Equal incidents can be accumulated and summarized per jurisdiction provided the total occurrence count of such incident is given. It should be noted that items listed under this section are for due diligence purposes only and will not be reason for rejection of a Proposal.

If the experience is provided by a teaming partner, or a subcontractor that will provide a Major Part, then the same performance information as above must be included for that entity.

5. Financial Capabilities

Provide an audited financial statement concerning operations for the previous two (2) complete fiscal years and an un-audited financial statement covering the interim period since the close of the most recent fiscal year. Audited financial statements may be submitted in PDF format and must be submitted as noted in Section 3 A. These statements shall include, but not necessarily be limited to:

1. Statements of Net Assets.
2. Statements of Revenues, Expenses and Changes in Fund Net Assets; and
3. Statement of Cash Flows prepared in accordance with Generally Accepted Accounting Principles (GAAP).

6. Research and Development Investment

With iLottery, the ability to constantly learn and apply learnings is paramount. With that, the Lottery expects Bidders to initiate, conduct and share research and development initiatives to support various aspects of the platform, services, and solutions. The Bidder must be capable of supporting the Lottery in this mission.

The Bidder must:

1. List all research initiatives conducted over the past three fiscal years. This is not solely focused on marketing and analytics. The Lottery is also interested in other areas, including but not limited to, payment methods, user experience, responsible gaming, personalization, and security measures.
2. Detail three research initiatives that led to changes in the iLottery solution or services.
3. What were the results of the changes implemented?

Additionally, Bidders must list resources, capability, capacity, and plans for maintaining a research and development effort for their iLottery solution and services for the next three to five years.

7. System and Services Conversion

The Bidder shall be responsible budgeting up to \$1,000,000 for independent third-party iLottery conversion support as chosen by the Lottery. As there have been limited conversions from one vendor to another, the Lottery is seeking expertise to assist with this transition. A conversion of this type will be highly complex and involve many different potential vendors, systems, and data. The Lottery will be seeking conversion, project management, QA and System Cutover support to ensure the transition occurs seamlessly. The Lottery requests \$1,000,000 be allocated for this support, but the cost shall not be included in the Price Proposal. The bidder shall acknowledge and agree with this expectation.

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B. Gaming System

Critical to the success of iLottery is a resilient gaming system (software and hardware components that permit the Lottery to allow wagers via the internet on lottery games such as Draw-Based Games, e-Instant Games and other games at Lottery's discretion) that can scale to handle massive traffic increases, is sound with both physical and logical security, and is redundant to maintain continuous 24/7/365 operations, while supporting multi-state and local draw controls, and system changes and enhancements.

To that end, the Bidder must identify:

1. The three (3) WLA or one (1) NASPL iLottery customer(s) that are currently utilizing the proposed system.
2. The Bidder shall depict the configuration in detail, including configuration diagrams with all associated data centers, whether land (on-prem) or cloud-based. It is highly preferable for the system to be active/active versus active/passive. Bidders must illustrate how their system design supports active/active. Hardware and software shall be identified by its manufacturer, product name, and model number, as applicable.
3. If the system proposed is solely the responsibility of the Bidder or the Bidder(s) has shared contractual responsibility for providing, maintaining, and updating the proposed system. If not the sole responsibility of the Bidder, please identify partner and contractual relationship.

1. Configuration at Primary Data Center (PDC)

All configurations must be approved by the Lottery prior to implementation. The following list includes topics that are intended to establish minimum requirements. Bidders are encouraged to propose solutions that exceed these requirements while preserving the intent of the stated requirements. All data centers must comply with MUSL Rule 2 and meet industry standards for security, environmental controls, and critical infrastructure redundancy. Please describe any advantages to the Lottery of the Bidder's configuration. Lottery deems it advantageous for Bidder to provide cloud-based solutions in order to quickly and efficiently scale, while also meeting MUSL Rule 2 requirements. Bidders are advised that placing equipment in co-location facilities is permissible.

- a) **Mission Critical Servers.** Servers providing mission-critical gaming support shall be supported by protective redundancy for high availability processing. Data storage redundancy shall also be ensured. A component failure in one (1) system should not cause a failure in any other system. Additionally, a component failure in one (1) system shall not result in the loss of a transaction. To meet this requirement, records of sold transaction data on the Central Gaming System (CGS) shall exist in not fewer than two distinct locations to process (i.e., minimally log) transactions as approved by the MUSL Committee [see MUSL Rule 2.18].
- b) **Failover.** In case of a failure in an active server at primary, the remaining systems must continue to provide uninterrupted service to players and other system users, assuming the load without loss or corruption of any data and transactions received prior to the time of the failure.
- c) **Operations Procedures.** Procedures and expectations for operations staff, especially regarding failure situations, should be straightforward. The System shall be able to recover from failures without operator intervention ("auto-failover").
- d) **Secure Connections.** There shall be no capability to connect into any system from a remote terminal or computer equipment without written Lottery approval. Any such capability, such as remote monitoring, or diagnosis of equipment or software shall employ stringent security mechanisms and alerts. Connections to other remote systems and terminals shall be protected by firewalls, encryption, and/or other means. Any routers shall route traffic only to addresses defined in their routing tables as valid. The acceptability of any security approach shall be subject to Lottery approval. The Lottery does allow connections outside New Hampshire. These connections are maintained through Allow and Deny lists via VPN connectivity only.
- e) **Time-Synchronizing.** All servers shall have a time-synchronizing mechanism to ensure consistent time recording and reporting of events and transactions. Such synchronization shall utilize an external time source, or sources.
- f) **Disaster Recovery.** In the event of irreparable damages at the primary data center, or of an unplanned, extended abandonment of the primary data center, the Bidder shall provide at no additional cost, those servers, facilities, and

other components necessary to resume under an operational scenario using two (2) data centers. Such servers, facilities, and other components shall be furnished, installed, and operational within thirty calendar days after the irreparable damage. Until a permanent primary data center can be re-established, substitute facilities shall meet Lottery-approved environmental and security measures.

- g) **Logging** – The vendor must provide the ability to support system and user logging to allow for troubleshooting of various issues to better support player issues and concerns. Logging shall be supported for security purposes recording any user sessions (authorized or unauthorized) to allow Lottery to validate any specific user sessions as required.

2. Configuration at Backup Data Center (BDC)

All configurations must be approved by the Lottery prior to implementation. The following list includes topics intended to establish minimum requirements. Bidders are encouraged to propose solutions that exceed these requirements while preserving the intent of the stated requirements.

- a) **Backup Servers.** The Bidder shall provide two or more remote backup systems that can take over for the primary data center systems, if necessary. Data transferred to and recorded at the remote backup systems shall always contain the most recent transactions, thereby allowing a takeover. The backup data center shall be configured to allow for automated data center switch. The wide-area-network (WAN) connection shall provide routing of transactions to the backup as well as the primary data center. Central gaming system functions shall be available at the backup data center, as well as being available remotely by communications from the primary data center. This includes but is not limited to Lottery (PDC and BDC) connectivity related to Back Office, Testing, Dashboard, Databases, SFTP, etc.
- b) **System Backup Sizing.** The remote backup systems shall be of the same processing capacity, configuration, storage capacity and architecture as the primary data center systems. They shall be a “mirror” of the primary.
- c) **Secure Connections.** This section has the same specification as Section 5.B.1 (Configuration at Primary Data Center) and the response may reference that response, if identical.
- d) **Time Synchronizing.** This section has the same specification as Section 5.B.1 (Configuration at Primary Data Center) and the response may reference that response, if identical.
- e) **Disaster Recovery.** This section has the same specification as Section 5.B.1 (Configuration at Primary Data Center) and the response may reference that response, if identical.

3. Additional Gaming Operating System Security and Control Features and Functions

In addition to the requirements noted in Section 5. B. 1 and 5. B. 2, the Bidder shall provide a system with the following additional features and functions to meet fraud rule management and monitoring requirements for secure and efficient operation. The Bidder must provide details on how they meet the minimum requirements below and include other areas the Bidder believes are not addressed.

- a) **Notifications:** With focus on monitoring and logging of fraudulent issues in IP addresses, registration attempts, claim, payment, gaming, and other activities. The Bidder shall list all actions or items that are monitored for fraud and frequency. For each item, on what frequency and what types of notifications are provided to Lottery if these issues occur and what are the thresholds at which these alerts are provided?
- b) **Auditing:** The system shall maintain a log of transactions for the lifetime of the contract that are subject to auditing for appropriate usage and freedom from error. This shall be entitled an audit log of transactions. This shall include the users that made any modifications to the system.
- c) **Transaction Research:** Authorized Lottery personnel shall be able to research transactions and operations as needed. Reports on transaction log entries shall allow standard queries and sorts. Data shall be immediately accessible in real-time and shall be available to the Lottery from a browser-based reporting system. Further, at least eighteen months of historical transaction detail, from the later of the date of sale or redemption, shall be immediately accessible to Lottery from a web-accessible reporting system.
- d) **Unique Transaction Numbers:** All serial number assignment methods used by the Bidder shall account for the fact that transactions may reside for extended periods in the System and numerous sources. Transaction serial numbers shall be unique over the term of the contract.

- e) **Transactions Protected:** The System shall ensure that transactions cannot be tampered with, including but not limited to winner files and transaction log files.
- f) **Limiting Controls:** Any irregular activity on the system shall be detected and handled in a manner that prevents the irregular activity from further occurring. This includes controls that detect irregular deposits into a player account to which the system responds automatically by locking out the player and ceasing the irregular activity until the Bidder can intervene for investigation.
- g) **Authentication, Authorization and Access Controls:** The proposal shall clearly identify controls related to user authentication, authorization, and access controls for applications (including database applications).
- h) **Address Spoofing:** The system shall ensure integrity wherein no action, either operational or by tampering, can permit duplicate or unauthorized user or player identities or addresses to be established.
- i) **Software Checksums:** Checksums or standard hash algorithms shall verify integrity and authenticity for executable programs on the servers for auditing purposes. This requirement applies also to the test system and ICS system. Checksum information shall be provided to the Lottery upon request. The Bidder shall maintain control of software distribution such that systems are not able to run inappropriate versions of the software.
- j) **Game Monitoring:** Real-time monitoring of gaming transaction traffic and system utilization shall be provided. The Lottery shall receive immediate notification of abnormal System operations and their causes, such as game loading problems, communication difficulties, system downtime, etc.
- k) **Secure On-Site and Off-Site Storage:** The Bidder shall provide secure on-site and off-site storage of the System's critical files, software, and backup data, subject to approval of the Lottery. Stored materials retention shall follow a schedule approved by the Lottery. Media stored in archives shall be checked and/or exercised periodically to ensure physical integrity and validity. At the Lottery's direction, the Bidder may be directed to restore a backup file to a test system to ensure viability.
- l) **Anomalous Condition Reporting:** The System shall be capable of displaying and reporting anomalous conditions that may indicate operational problems or attempts at fraud.
- m) **Principle of Least Privilege:** All application and database users shall be granted access only to the application, database functions and data elements, especially personally identifiable information (PII) needed to perform their job functions.
- n) **Compliance with Security Requirements:** If the Lottery deploys any multi-jurisdictional games (e.g., Mega Millions) on the System, then all applications shall become compliant with any application security requirements promulgated by any multi-jurisdictional game organizations of which the Lottery may be a member of or offer the game from that group or consortium.
- o) **Innovation:** The Bidder shall describe any innovative methods available to detect and prevent identity theft and fraud at the player, bad-actor, vendor, and Lottery levels.

4. Maintenance Requirements for Hardware and System Software

The Bidder shall be responsible for maintaining iLottery System data center components, including but not limited to servers, LANs, telecommunications equipment, and infrastructure items (such as power and HVAC), or otherwise if it is a cloud-based solution. Bidder must patch and upgrade hardware, systems, software, and applications based on best practices as well as original equipment manufacturer (OEM) recommendations and support lifecycles. Documentation of maintenance events must be maintained by the Bidder for Lottery review. The Bidder is obligated to obtain replacement parts and/or maintenance services that are approved, recommended, or recognized by the original equipment or software supplier as effective.

5. iLottery System Environments

The Bidder must make the iLottery System available to the Lottery, Lottery approved third-party vendors and independent testing laboratories through standardized APIs available in several different environments, including a Development, Quality Assurance, User Acceptance Testing (UAT), and a Production (PROD) environment.

Bidder shall describe all environments that will be dedicated to NHLC and must include the following, at a minimum:

- a) Configuration of each environment

- b) Access control for third party Lottery vendors
- c) Availability and downtime for each environment

6. Daylight Savings Support

Please describe in detail the daylight savings time change procedure within the system. Including but not limited to:

- a) Manual/ Automated procedures
- b) Downtime associated

7. Performance Criteria

For each item below, please confirm the system meets the criteria. Please identify NASPL and/or WLA jurisdictions where the performance criteria have been met or exceeded.

- a) The System must initially support fifty thousand (50,000) concurrent iLottery players and provide a scalable solution to handle increased player capacity.
- b) The ability to expand the System to accommodate up to two hundred thousand (200,000) concurrent players must be available, should such an expansion opportunity be desired by the Lottery, or should player behavior dictate it.
- c) The System must initially be capable of handling a minimum of up to fifty thousand (50,000) iLottery sales transactions per minute on a continuous basis and provide a scalable solution to handle increased player capacity.
- d) The System must support up to ten million (10,000,000) unique wagering accounts.
- e) Response time for iLottery wagers must be less than one (1) second from enter-to-send until the wager is confirmed for the player.
- f) Recovery from a server failure at the primary data center must be accomplished in no more than two (2) minutes without loss of any transactions.
- g) No downtime is expected, and no data loss is the standard that shall be adhered to.

The Bidder shall accommodate continuous operations. This means the System shall operate 24 hours per day, 7 days a week, and 365 days a year. Maintenance windows that result in planned service outages must be negotiated with the Lottery to not impact draw times. Bidders must provide the hours of operations for sections identified below.

Operating Hours for	Minimum Requirements	Bidder – Hours of Operation
Tech Support	24/7/365	
Player/Customer Support	8:00 AM to 12:00 AM ET	
Network Operation Center	24/7	
Draw Services	These hours are dictated by MUSL and Non-MUSL draw games and operations cannot be closed until draw settlements are complete.	
Claim Compliance and Fraud Operations	8:00 AM to 5:00 PM ET	

8. Disaster Recovery Plan

The Bidder shall provide, and annually update, a Disaster Recovery Plan to integrate into the Lottery’s Business Continuity Plan (the “Plan”) for the critical systems (as noted below), interdependencies, data centers and any other sites it uses for this Contract. The Plan must be developed and maintained and ensure the computing infrastructure, which supports critical business activities, be restored in accordance with the requirements of Lottery business functions and legal mandates.

Critical iLottery Systems:

- a) Transaction Database
- b) Central Gaming System
- c) Draw Services

The Plan will be approved by the Lottery and tested semi-annually at minimum. The test results must be documented and provided to the Lottery.

The Plan will be delivered by the start-up date and minimally provide the following:

- a) Account for disasters caused by weather, water, fire, environmental spills and accidents, malicious destruction, acts of terrorism, cyber-attack response, ransomware protection and recovery provisions, and contingencies such as strikes, epidemics, etc.
- b) Continuity of the System, the PAM, claim and payment services, the Lottery's games and player accounts.
- c) Safe, secure, off-site storage of backup data and programs.
- d) The Bidder's key staff contact information along with their disaster-response responsibilities.
- e) Recovery procedures and documentation.
- f) Coordination with the Lottery's own disaster recovery and business continuity plan.
- g) If implementation of any portion of the Plan becomes necessary, all costs associated with the same are the responsibility of the Bidder.

9. Internal Control System

The ICS application shall be supplied to support iLottery operations and a near real-time data feed for all draw games by an independent, third-party ICS software sub-vendor subject to Lottery's review and approval. The proposal shall identify two (or more) such alternative sub-vendors. The Lottery reserves the right to obtain documentation verifying the ICS sub-vendor's independence from a Vendor and/ or any of its affiliates. Credentials of the ICS sub-vendor shall indicate experience and qualification to provide this type of service and software. The ICS vendor shall be compliant with MUSL Rule 2 Section 2.5, Federal, State, and other regulations. The ICS vendor shall be responsible for obtaining a System and Organization II (SOC II) report and providing a copy to the Lottery on an annual basis.

ICS proposal shall include following details:

- a) **ICS configuration:** Provide details for software and hardware that will be provided for each environment.
- b) **ICS requirements:** Costs for all hardware and software elements of the ICS, including maintenance and software upgrades, jumpbox, workstation, printers, and along with continuing support from the ICS sub-vendor, shall be included in the base price for the term of the Contract. All equipment procured for this purpose shall be considered the property of the State of New Hampshire upon delivery.
- c) **ICS Reporting:** There shall be an automated balancing process to reconcile game activity, scheduled EFT balances, and to identify any discrepancies. Reconciliation will occur at intervals specified by the Lottery. Audit reports for balancing and reconciliation of iLottery sales shall also be provided. Verification of the number of prize winners and amounts won by game/draw shall be available. Bidders shall be responsible for providing appropriate examples of each applicable report.
- d) **ICS Interface Files:** The ability to export data in various formats such as Excel, PDF, Word, Comma Delimited, etc., along with ad hoc reports and to make reports available through electronic means as Lottery deems necessary. Interface files, as defined by the Lottery, for the purpose of daily accounting, general ledger and tax reporting shall be included in the daily update file to the Lottery's financial application.
- e) **ICS Documentation:** Prior to startup, the ICS sub-vendor must provide detailed system specifications, flow charts, operating and balancing procedures. The ICS sub-vendor shall be responsible for updating all documentation if any changes are made which affect the ICS system. The ICS sub-vendor shall provide detailed documentation for any enhancements or additions for Lottery approval prior to development. A current copy of the application software including source code and documentation must be provided to the Lottery.
- f) **ICS Maintenance:** The ICS sub-vendor shall be responsible for maintaining the ICS application software. This includes but is not limited to updating the application software whenever the Lottery implements a game or makes

changes to a game that would affect ICS processing. In addition, the Lottery may require modifications to the application software in order to expedite system balancing. The Bidder or ICS sub-vendor shall obtain Lottery approval before making any enhancements or modifications to any software. The ICS sub-vendor is responsible for keeping the ICS application patched and running on current and supported hardware and operating system (OS) software. It is the Bidder's obligation to acquire and install an appropriate upgrade with the Lottery's prior approval. If the ICS application requires modification or rewrite due to an upgrade (hardware or software), it is the responsibility of the Bidder to provide the new/modified ICS application. The ICS sub-vendor shall be available 24 hours per day, 7 days a week, and three hundred sixty-five days a year (remote availability is acceptable) to provide assistance in resolving any issues. The ICS sub-vendor shall respond in no more than 20 minutes to any production issue. Backup/recovery capabilities for current or previous days' transactions shall exist to restore and reprocess in the event an error or out-of-balance situation occurs. The ICS sub-vendor shall provide a detailed recommendation for a backup/recovery system.

- g) **ICS Lockdown Alternative:** The Lottery uses a MUSL approved Lockdown Alternative solution for New Hampshire, MUSL and Tri-State draw games where the Lottery ICS transfers draw transaction data at draw break automatically to a Lottery SFTP server. The Bidder and ICS sub-vendor will provide a Lockdown Alternative solution, subject to Lottery approval, which complies with "MUSL Rule 2.6(b)", and supports both automatic and manual file transfer of draw transaction data to a Lottery SFTP server at designated pre- and post- draw times.
- h) **ICS Security:** Lottery Security will conduct background investigations of the sub-vendor personnel maintaining the ICS system. Such background investigations may include fingerprint identification by the Lottery's Security Division, the Federal Bureau of Investigation, and any other appropriate public or private agencies selected by the Lottery. The ICS sub-vendor shall provide requested information on personnel assigned to the Lottery's account. Depending on the system design as approved by the Lottery, the Lottery may manage both logical and physical access to the ICS environments.

10. Drawing Controls

Drawings shall be coordinated to support all draw games offered through the iLottery platform. Current draw games offered by the Lottery do not require the Bidder to conduct the drawing, but support through draw operations is expected. The Bidder shall provide details of their drawing controls, paying particular attention to the below requirements, and provide an overview of control room support for draw games.

- a) **Game Close:** At a specified time before the drawing, the system shall communicate to the players the correct status of available games. An appropriate message shall be displayed to a player attempting to wager at close time.
- b) **Closing, Drawing, and Cashing Time Window:** The Lottery considers it mandatory to minimize the time window between close of the games, drawings, and the ability for the player to see and be paid for winning wagers. Bidders shall follow game parameters as required by the Lottery.
- c) **Drawing Information:** At cut-off for any game, the system shall record at a minimum the following information for the game:
 - i. Date and Time of day
 - ii. Net game pool
 - iii. Hash total of plays
 - iv. Daily Handle
 - v. Close Handle
 - vi. Future wager reporting
 - vii. Pool status
 - viii. Draw Identifier
- d) **Manual Dual Entry:** For all draw games, draw results must be entered manually into the iLottery solution, dual entry (Lottery and Bidder) of drawn winning numbers, prize and jackpot amounts shall be supported. All attempts, successful or not, shall be logged. Entry screens of the successful attempts shall be automatically printed, and a file created and delivered to the Lottery for updating other systems. Unsuccessful attempts shall require restarting from the beginning.

- e) **Multiple Winners per Tier:** The system shall be capable of allowing multiple winners per tier as defined in each draw-based game (DBG) rules.
- f) **Roll to Next Drawing After a Problematic Drawing:** The System shall allow future sales for any future open drawing regardless of the status of prior draw results.
- g) **Pari-mutuel Support:** The System shall support prize tiers that may go pari-mutuel if set prize pool or liability limits are exceeded.
- h) **Automated Data Exchange:** The System shall support automated, electronic data exchange with other systems as required by the Lottery or multi-jurisdictional entities. (Lottery and Vendor).

11. System Enhancements and Change Management

Throughout the life of the contract, the Lottery expects annual enhancement roadmap sessions for each fiscal year. Bidders must provide their strategy for annual roadmap planning and execution, noting that all fiscal year plans must be final by June 1, with the fiscal year starting on July 1. Ideally, roadmapping is cyclical and continuous to avoid gaps in development and release of new enhancements. Critical to the success of enhancements are the following elements. Bidders are required to detail their process while meeting the requirements in each area:

- a) **Project Management:** The Bidder is expected to submit a draft implementation plan with its proposal at the start of any internal (iLottery enhancements) and external project (Third Party Integration). The plan shall highlight, at a minimum, key milestones, dependencies, and risks and will be subjected to Lottery's approval.
- b) **Requirement Gathering Management:** The Bidder shall complete full business and technical requirements gathering sessions as part of its project management phases. Lottery must receive a Product Requirements Document (PRD) or equivalent including mockups (Web, Mobile Web and App) for review and approval prior to start of development cycle.
- c) **Release Management:** Bidder shall describe their process for system updates /releases, including but not limited to, security updates, system maintenance, enhancements, bug-fixes, and solution upgrades that will be adhered to for the life of the contract (as approved by the NHLC). Please include procedures followed for:
 - i. Development methodology
 - ii. Version control
 - iii. Change control process
 - iv. Release cadence
- d) **Issue Tracking System:** An issue tracking system must be available to the Lottery for UAT and production environments. The Bidder must discuss their ticketing systems for issue tracking and the environments for which it will be available. Please provide a minimum of two (2) examples, from WLA or NASPL jurisdictions, with whom the Bidder is or was contracted over the past five years.
- e) **Meeting Cadence:** Bidders must propose a regular meeting cadence for enhancement/roadmap planning, release review, issue updates and related items.

Bidders are required to allot two thousand (2,000) hours for enhancements each fiscal year, with the ability for 1,000 hours to rollover to the next fiscal year, never exceeding 3,000 hours total for enhancements.

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C. Portal and Player Account Management and Migration

The iLottery Portal includes the front facing player access, the Player Account Management, and all components. It is highly advantageous that the Bidder be able to provide all Portal functionality, to limit the Lottery's need to contract independently with various and critical third parties to conduct essential Portal functions. User experience, security and personalization are of the highest importance to the Lottery. The Bidder should describe any relevant experience associated with migrating player accounts, and other relevant information from a Lottery system or partner vendor into a new iLottery deployment. Bidders should provide a high-level plan, including roles and responsibilities, to complete the migration from Lottery's system(s) into the bidder's System. Bidder is welcome to identify advancements that increase the efficiency of player account migration and management.

1. Portal Integration

The Lottery Portal is currently hosted by the Lottery's advertising agency of record utilizing code-enabled widgets that embed the iLottery system within the Lottery's website. This allows players to access the log-in and registration buttons, which then seamlessly allow purchasing of games on the Lottery website. The Portal is not a separate site; rather, it offers e-Instant and draw games within the iLottery website, allowing players to easily play games in demo or money mode, while also being able to access the Lottery's other offerings. It is highly advantageous that the Lottery continue utilizing its website, rather than bringing the player to a separate iLottery website. Please note if the successful Bidder is able to provide code enabled widgets via the NHLC website. The Lottery requests a website/portal/widget integration specification be provided no later than four (4) weeks after the contract is signed.

Please provide a detailed description of your Portal architecture and design that utilizes widgets and a similar integration with the Lottery's website vendor.

Player Account Management (PAM) and Portal Functionality

Bidders shall provide an overview of the core system, the PAM, that manages all player account activity and wallet transactions. This must include Registration, Login, Geolocation Checks, Forgot My Password, My Account, Shopping Cart, Deposit, Bank Processing and more. Please elaborate on each interaction and its capabilities to integrate with external third-party system that may be approved by the Lottery.

Bidders shall provide a highly secure and responsive Portal for end-to-end iLottery capabilities such as the ability to register, deposit, withdraw, claim, participate in promotions, play iLottery games in demo and money mode. The Bidder must provide a detailed description with visuals of their Portal. Following are the essential items that Lottery is seeking to review. Bidders are encouraged to provide descriptive details and screenshots of other key areas of the Portal.

1. **Registration and Sign-in:** Provide information requested and stored during the registration and sign-in process and highlight the key features that are automated within the user flow. No lean registrations will be permitted. The registration must capture the information needed to support KYC.
2. **Know Your Customer (KYC):** Bidder must identify their selected KYC partner. Age and identify verification must occur within the first few steps of registration followed by immediate log-in for verified players. Duplicate registrations and accounts (i.e., same player attempting to register multiple times) must be prevented.
3. **Single Sign on:** The Bidder shall implement a solution that allows single sign on functionality across platforms including third party mobile application, rewards and second chance programs.
4. **Multi-Factor Authentication:** Bidders must use Multi Factor Authentication (MFA) via SMS/Email/other as part of the registration process. Lottery is requesting MFA be available on initial registration and login but have the option for players to disable if chosen for future log-ins. Bidders should also identify if they have capability to offer MFA for any new device used by a player. The Lottery would also like the option to make this mandatory for players if needed.
5. **Responsive Behavior:** Bidder shall offer responsive behavior for each critical path (at minimum) within the Portal including (not limited to) e-Instant game play, view history of transactions and game replay, purchase, deposit, claim, and withdrawal.
6. **Browser and Devices Supported:** The Portal will be required to have compliance with certain browser types, browser versions, and plug-in controls (especially the latest and most popular versions) as directed by Lottery. All

recommendations for the Portal should specify which platforms, browsers or operating systems will be supported. For example, which minimum operating systems are supported for iOS or Android.

7. **Geolocation Services (GLS):** The Bidder shall provide software and services that can precisely recognize the physical location of a player attempting to access the system and place a wager, from any connection type such as cellular or IP-based, using the most stringent standards. The GLS solution is subject to final approval by the Lottery and should be replaced, at the Vendor's sole expense, if it does not meet or exceed the highest level of standards as established by the agreement between the Bidder and the NHLC. The Bidder shall describe in detail their Geolocation solution(s), the various levels of service, the differences of each level, and the vendors/providers the Bidder is participating with to support GLS and their experience with WLA/NASPL customers.
8. Bidders should describe their solution for GLS while providing explicit details on the following:
 - o Elaborate on configurations and flexibility to create and adapt boundaries.
 - o Ability to define location checks based on user flows (wagering, non-wagering, withdrawal, etc.)
 - o Monitoring and logging of unauthorized attempts and cadence of reporting to the Lottery.
 - o List of known vulnerabilities, fraud attempts or threats that can be utilized to circumvent accurate geolocation detection.
 - o Solution(s) shall be tested and certified through an independent testing laboratory prior to launch and on a recurring basis at the cost of the successful Bidder.
9. **Google Analytics (GA):** Bidders shall enable the Portal to capture events via GA for all actions conducted in the Portal, including demo mode game play. This data capture needs to be set up and integrated with the website vendor from the start of the contract and continuously updated with each enhancement. Provide a list of all GA events that can be captured within the player journey.
10. **Accessibility:** Bidders must meet federal Web Content Accessibility Guidelines (WCAG) 2.1 AA at a minimum. The Lottery is looking to review the Portal's capability to make web content more accessible to people with disabilities. Bidders are encouraged to provide full detail and description of how they meet and exceed this standard.
11. **Ability to Edit Player Information:** The Bidder shall provide a player's ability to edit account details such as name, home address, phone, etc. Please list all player editable fields. Also include the ability for the player to upload documents, or utilize other less cumbersome and more automated methods, such as facial recognition, for compliance/verification. Please ensure that MFA is used prior to editing any player details. Please illustrate such capability with visuals.
12. **My Account/Player Account:** Lottery is seeking to review all features that will be available to the player within My Account/ their Portal access. The Bidder must provide a detailed description with visuals of all of the below-mentioned features within the Portal.
 - o Player account details: Outline all information requested during registration process.
 - o Current balance: Including total deposit, bonus attached.
 - o Deposit: Capability to add funds using any payment method available.
 - o Withdraw: Request to withdraw winning using any payment method available.
 - o Draw Games: View records of all current, future and past purchases including status of subscription/Auto-renewal.
 - o E-Instant Games: View records of all previously played game(s) with replay video per wager.
 - o Favorite Purchase: Easy access to favorite e-Instant games and saved draw numbers.
 - o Player inbox: Access to non-compliance player emails.
 - o Transaction History: Maintain record of all transactions including deposits, purchase, bonus, and withdrawal.
 - o Tax Documents: View and download win loss statement, individual and consolidated W2G forms.
 - o Bonus: View all bonuses attached and the real time status.
 - o Responsible Gambling: Ability to self-exclude and set deposit limits, play limits or otherwise below the Lottery's threshold in real-time, and provide links to responsible gambling resources.
 - o Tools: To securely upload documents for compliance check and set various preferences such as MFA enable/disable, unsubscribe to marketing emails, etc.
13. **Player Notifications:** Bidders will be required to provide software and services that communicate directly to players systematically (i.e., managed with ease administratively by Lottery and/or Bidder) but delivered as a data-

driven and highly personalized communications to each player (“Notifications”). All types of Notifications must be functional at the time of successful player registration completion (i.e., available in real-time as players register).

- Identify which communication channels (email, SMS, mobile push notifications, etc.) are available and how they are utilized.
 - Identify, by communication channel, how content (copy, images) can be loaded into the System with flexibility, ease and organization by Lottery and/or Bidder.
 - Identify, by communication channel, how content (copy, images, orientation, etc.) can be dynamically populated within Notifications.
 - Identify, by communication channel, what tracking and performance measures (deliverables, opens, clicks, etc.) will be available to Lottery.
 - Describe the data security features related to Notifications.
 - Describe the core services (creative design, copy writing, software engineering, testing, etc.) being provided as part of Notification implementations.
 - List critical and non-critical notification embedded within the system such as winning notification, pending claim, high jackpot (draw and e-instant), bonus, etc.
 - List automated and manual notifications and what triggers them, if automated and how a player can receive the notification.
 - Describe the unsubscribe process and timeline from each communication channel and what types of communications cannot be unsubscribed.
- 14. Player Support and FAQ:** The Bidder shall describe how a player can access help information and connect to the support center throughout the player journey within the widgets and for each event/action they are currently on/undergoing. The NHLC is seeking help and support center icons on each page that a player can hover over/click on to obtain help tutorials, access FAQ information or contact support center via chat/phone/email.
- 15. Personalization:** Provide details on how and where the player’s experience is personalized. This should include the Portal from pre-log in and registration, logged in, and notifications. It is highly desirable that the player’s experience be personalized.

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D. Claims and Payments

The Lottery requires the successful Bidder to act as the Merchant of Record for the New Hampshire iLottery system. Critical to these functions is strong fraud monitoring and compliance for payment methods, user flows associated with players such as deposit, claim, and withdraw. Other important components for payments and claims are ease of use, diversification in payment methods, and an expeditious withdrawal process that is secure as well as automated whenever possible. Bidders are responsible for all Federal and State tax or off-set reporting on the cadence required by each.

1. Payment Methods

The iLottery system shall integrate with multiple payment methods and support all capabilities of an e-wallet including purchase, deposit, withdrawal and claim processing within the system and when integrated with other systems (see Player Application and Invited Options- Omni-Wallet). The Bidder will be responsible for providing secure, easy to use, and efficient payment processors (dual processors system) for each of the above-mentioned player flows. The NHLC does not currently permit transactions by credit card and any payment method that is unable to restrict credit cards will not be acceptable. However, the ability to integrate credit cards must be available should the Lottery choose to add the payment method in the future.

The Lottery requires, at a minimum, the following payment methods options at the time of go-live, in addition to supporting a dual processing system. The Lottery does not permit the use of credit cards. Bidders must note which payment methods are currently in use and available for deposit only or deposit and withdrawal within their system:

1. VISA debit
2. MasterCard debit
3. PayPal (no credit)
4. ACH
5. Apple Pay debit
6. Online Banking/Pay with My Bank
7. Retail Voucher/iCASH (sold at retail through retail lottery terminal with deposit code for iLottery)

Please describe the following:

1. All payment methods Bidder currently offers and has planned for integration before July 1, 2025.
 - o The user flow for all above mentioned payment methods.
 - o Which payment methods are available for withdrawal as well as deposit.
 - o The associated execution/processing time for withdrawals.
 - o Average approval and decline percentages for each.
2. All payment processors your system uses and any limitations for each.

Please include any additional payment method and processor, deposit and withdrawal information that has not been requested above from which you believe the Lottery and its players would benefit.

2. Claims

As the Merchant of Record, the successful Bidder also plays a key role in player claims, from ensuring each claim flow occurs correctly, that claims processed for each threshold are subjected to compliance check conducted by the Bidder in conjunction with the Lottery, according to federal and state laws, rules and regulations. The Bidder is also required to comply with all year-end reporting to the player, the Federal and State government, and the Lottery.

The Lottery expects the current claim processes and thresholds to be supported and will adjust the thresholds as necessary throughout the life of the contract, should the Lottery, the State of New Hampshire or Federal requirements change. This includes varying claims thresholds and federal and/or state withholding amounts. Bidder shall confirm it can support current claims thresholds as follows:

1. Wins of \$0.01-\$599.99 are added directly to the player account;

2. Wins of \$600.00-\$9,999.99 require a claim through the iLottery system, once verified the funds are added directly to the player account; and
3. Wins of \$10,000.00 and greater require the claim process to be initiated through the iLottery system, and then the player must either come to the Lottery Headquarters or mail-in their claim with the required additional documentation.

Bidder shall provide a detailed description of the claim process within the iLottery system including but not limited to:

1. User flow that covers end to end claim process including compliance check, document upload, and all steps from a player, Lottery and operator perspective. Note where processes are automated;
2. Backend compliance check procedure (manual and automated) for each threshold;
3. All backend configuration (not limited to thresholds, player emails/notifications) that can be controlled by the Lottery and/or the Bidder;
4. Processing time associated with each claim threshold;
5. Wallet interactions;
6. System's capability to handle claim-payment within the system (paid by Bidder) and outside the system (if paid by Lottery) for each threshold.

3. Payment Issuance

Bidders are responsible for providing a claim and payment mechanism capable of processing payments via a Virtual Wallet Account (VWA) or a check to winners, when a threshold requires it, or in specific situations. The system will track which of the player's wagers are winners and whether or not wagers have been paid. Information on New Hampshire Gambling Winnings Tax can be found at: <https://www.nh.gov/transparentnh/glossary/gambling-tax.htm>.

Bidders shall describe in detail the features, capabilities, configurable parameters, and operational support related to providing the Lottery with software to manage a virtual prize claim center in conjunction with the Bidder. The system features must maintain control over transaction integrity and detect and identify when a transaction has been altered outside of the transaction processing rules. The description should address the following minimum requirements:

1. **Anti-Money Laundering (AML) Compliance.** The System shall provide all necessary validations to ensure that AML and any other regulatory validations are properly performed prior to the release of any payments.
2. **Claim Form.** The System must generate a claim form automatically, when necessary, based on the prize value, which is dynamically populated with any known data necessary to process the claim. This claim form must be securely accessible to the player within the Portal and by authorized Lottery staff.
3. **Low-Tier Prize Payments.** A player will automatically receive winnings if the prize amount is less than six hundred dollars (\$600.00) as a deposit into the Players VWA. The Bidder has the option to support a merchant for mobile cashing. If used, the Bidder must ensure the bank used is a Federal Deposit Insurance Corporation (FDIC) insured bank. No claim form is required for these winnings. Winners will be notified by pop-up of win and balance will immediately increase by the won prize amount.
4. **Claim Center Prize Payment.** Bidders should provide a solution that enables the processing of prize payments via a VWA or a check to winners without requiring the player to physically visit a claim center. The claim process for all wins of six hundred (\$600.00) and greater begins through the system. Only claims of ten thousand (\$10,000.00) and greater receive a check or wire transfer direct from the Lottery. The solution should accommodate the following constraints:
 1. Prizes equal to or greater than six hundred dollars (\$600.00), the System must issue a W-2G or 1042S to the player.
 2. Prizes equal to or greater than five thousand dollars and one cent (\$5,000.01), Federal tax withholding ("Tax Withholdings") must be calculated based on current rates and withheld from prize payment. Players must be able to view these deductions in their account. Pursuant to Internal Revenue Code (IRC) Section 3402(q)(1) and the Economic Growth and Tax Relief Reconciliation Act of 2001, Sec. 101 (a), Table 7, prizes exceeding \$5,000.00 shall be subject to applicable federal income tax withholding.

3. Prizes equal to or greater than six hundred (\$600.00), the System must queue the prize payment processing, less applicable Tax Withholdings, for a Lottery representative to manually perform an inquiry into a State of New Hampshire Department of Health and Human Services database for child support owed. The System must present the player's social security number within the queue process. If an outstanding debt is found then the Lottery representative must be able to enter the debt value as an Offset into the System for all prizes of \$600 up to and including \$9,999.99, and the System shall log the Offset for reporting purposes. The System shall then deduct the Offset from the prize payment and reflect the Offset to players in the Portal. The System must provide the ability to separately collect, manage, and track Offsets for a prize claims.
4. Provide a mechanism to issue a payment for any exceptional situations.
5. This capability to process Claims and Payments must be available for multiple users at multiple locations throughout the State of New Hampshire.
6. Provide printing equipment including Magnetic Ink Character Recognition (MICR) Printers. Checks will be printed on Lottery provided check stock.
5. **Annuity Payments.** Bidders must provide a solution for payment of annuity type prizes that can be paid over a pre-determined period. This would need to work with the system for writing payable checks.
6. **Debt Set Off Checks.** Debt set off checks should occur at a configurable level. The Lottery will manually check for Child Support. However, Bidders should indicate if they currently support automated debt set off with any jurisdiction, as the Lottery is interested in this ability. The System should deduct the set off from the prize payment and reflect the set off to players in portals. The System should provide the ability to separately collect, manage, and track multiple Set offs for a single prize payment claim and made available within reporting to Lottery staff. An export file of all set off payments by player should be made available to the Lottery daily. Bidders should provide a solution to allow the Lottery to print a set of checks, including a letter for set off checks, per single win containing any set-off debt. The Lottery can provide the Vendor an example of what is to be included in the letter.
7. **Uncashed Winning Wagers.** For prizes of six hundred dollars (\$600.00) and greater if a player does not claim their iLottery winning, the System will be required to automatically track and report these unclaimed prizes in accordance with NHLC rules for prize expiration on a daily basis.
8. **Cashing Policy.** The System must allow cashing of winning Wagers as determined by the Lottery. Currently the schedule is three hundred sixty-six (366) days after the later of either date of purchase, or the date of drawing if applicable. The Lottery will set other policies as appropriate.
9. **Tax Withholding Reporting.** The System must support IRS and State of New Hampshire requirements for withholding from prizes and recording of name, address, and related information necessary for reporting as noted above. The system must be capable of producing an interface file for reporting to IRS and New Hampshire Department of Revenue. Reports must be available in real-time, and a daily file must be available for the Lottery, as well as daily payment (and proof of payment) for Federal or State requirements.
10. **Retention of Prize Winners.** The System must retain records of prize payments of six-hundred dollars (\$600) or more for a duration set by the Lottery. This includes preserving a mechanism for accessing, summarizing, and researching prize payments. All data must be available to the Lottery online. All retained data must be migrated to the next vendor upon contract termination.
11. **Reporting.** The System must maintain detailed prizewinner information allowing for inquiry and reporting. The information must be transmitted and maintained in an encrypted format.
12. **Exporting of Data.** The System must be capable of producing and exporting through electronic means (e.g., comma delimited, Excel Raw Data, PDF, etc.) daily, weekly, monthly, yearly, such as, but not limited to, federal taxes, Offsets and prize payment checks issued as required by the Lottery.
13. **Winners File.** A Winner's Report must be available to the Lottery to choose the time frame and all wins in chosen threshold range, with the ability to consolidate total wins for duplicate winners.
14. **Claim Information.** Bidders must propose a solution that includes electronic capture of player completed claim information and other forms.
15. **Claim Payment Activity.** Bidders must propose a solution that includes the ability to access claim payment activity in real time.

16. **One-Time Cashing.** A winning Wager must not be able to be cashed more than once. In the instance that multi-draw purchases are available from an iLottery Game then each draw within the range shall be treated as a separate Wager by the System.
17. **Document Storage.** The System shall retain any documentation related to claims for each player in a manner that is compliant with any state, federal, Payments Card Industry (PCI), National Automated Clearing House Association (NACHA), or other regulations. When a player makes a subsequent claim, the System shall not trigger an automated message to players when the necessary documentation is already on file and not required by any Lottery mandated thresholds. In these cases, the System shall allow the Lottery to expedite the prize claim process.
18. **Prize Claim Hold.** The System shall be configured to automatically place prize claims on hold based upon criteria/thresholds as defined by the Lottery or the successful Bidder as the Merchant of Record. The hold may only be lifted/bypassed by designated Lottery and Bidder personnel.
19. **Completion of Prize Claim.** The System shall allow the Lottery to mark a claim as approved, while removing any tax withholdings and offsets, and initiate a final credit to the wagering account that is available for immediate withdrawal for qualified claims. The System shall support a two-person verification process before the claim is approved.
20. **Exceptions and Overrides.** The System shall allow for exception claims and overrides that do not meet the defined workflow associated with a prize claim. This includes, but is not limited to, the ability to override default tax withholdings or to mark prizes as paid through external systems. An export file of exception claims shall be available to the Lottery.

Regarding deposit and withdrawal transactions and payment issuance, please provide the flow and timeline for players to withdraw winnings. In addition, please answer the following:

1. Do you offer expedited withdrawals?
 - o Include average withdrawal time and expedited timeline.
2. What is the minimum deposit amount?
3. What is the minimum purchase amount?
4. Does your system allow withdrawal free to the player (with no withdrawal fees)?
5. Does your system permit withdrawal of cents?
6. What is the minimum/maximum withdrawals amount?
7. Does your system permit withdrawal outside of New Hampshire?

Bidders must identify three (3) WLA or at least one (1) NASPL Lottery where they are/were the Merchant of Record and provided and supported the lottery(ies) with virtual claims, player payment methods, payment processing, and tax reporting to the levels noted in the above section.

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E. Back Office System

Bidders must provide a browser-based back-office system that provides information in real-time and meets the ongoing needs and obligations of the Lottery and/or the Bidder to manage operations, system functions, and player account information. Bidders must describe their back-office system capabilities and provide screen shots for, at a minimum, the below items:

1. Player account management that can be utilized to edit or view:
 - o Player attributes (e.g., name, address, responsible gaming controls, etc.)
 - o Account preferences including email, deposit limit, etc.
 - o Bonus attachment
 - o Document uploads
 - o Fraud/security holds
 - o Disable/enable account
 - o Transaction activity (deposits, withdrawals, claims, bets, replay videos, customer service cases, etc.)
 - o Login history (devices, IP, etc.)
 - o Others (if any)
2. Content management (such as notification, banner, pop-up, bonus, etc.)
3. Claims processing and approvals
4. Game management, including loading and modifying game documents such as game help pages
5. Financial management
6. Reporting - access to all custom and standard reports
7. Audit trail capabilities of the iLottery system. Detail what areas are monitored and what specific actions are captured. The Lottery reserves the right to appoint specific staff members to have audit rights and responsibilities for the back-office system.
8. Identify any limits regarding the number of unique users (i.e., maximum number of users). User-roles must be based on the principle of least privilege and be permission based on clearly defined user roles/profiles.
9. Outline access control for each function, reporting and real time player level data/transactions (PII data, sensitive areas).
10. Three distinct environments: Quality Assurance (QA), User Acceptance Testing (UAT) and Production. The user must be able to easily distinguish that they are in each environment.

Training must be available for Lottery users, as well as help documents for reference, preferably in an easy to navigate electronic format.

Bidders are encouraged to provide additional information on how their back-office system can assist the Lottery in operational management and research of player-related data.

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F. Games

The New Hampshire Lottery Commission seeks an iLottery partner who can support a diverse portfolio of game options to increase player engagement, align with various segments of players, be user-friendly, fun, and drive total net gaming revenue. This should be done through:

1. Providing game support through strategic roadmapping and analysis;
2. Seamless third-party game provider integration and systematic management;
3. Offering a robust and innovative portfolio of owned e-Instant games; and
4. Providing retail draw-based games (DBGs) through the iLottery platform.

1. Game Support

The Lottery requires Bidders at a minimum to be able to:

1. Provide strategic direction and oversight in conjunction with the Lottery of the iLottery Games Roadmap to ensure all game vendors games align with the overall strategy; and
2. Analyze games to determine various metrics, including but not limited to, acquisition rate, retention rate, segment penetration, price point utilization by age and gender.

The successful Bidder will be expected to attend and lead strategy, planning and analysis meetings. Please provide your recommendation for a meeting schedule noting frequency of each.

Bidders must submit a proposed iLottery games roadmap for the first twelve months of the contract, which must be updated annually, taking into account:

1. new play styles
2. new game enhancements
3. seasonality
4. omni-channel opportunities
5. payout vs. profitability

Bidders must propose a meeting cadence with the Lottery, where regular planning and game review occurs. Biannually, the bidder must collaborate with the Lottery to create a games roadmap. The plan should have the first six (6) months of the year determined, with the following quarters drafted and to be updated over the course of the year, but at least three months prior to any game to launch. The plan must be approved by the Lottery before work can commence. Final proposed plan must be provided to the Lottery no later than May 1 of each calendar year for the fiscal year starting July 1.

As important as it is to launch games, it is as important to understand how games resonate with players, and to understand the reach of each game. Bidders must detail:

1. How game success is measured;
2. How games are analyzed;
3. How frequently games are analyzed;
4. How game user experience is analyzed and how feedback or findings are incorporated to future iterations; and
5. What research initiatives have been done on games in the past three (3) years and what changes were implemented because of that research.

2. Systematic Management and Third-Party Integration

To ensure strategic alignment and enhance the Lottery-vendor partnership, the Bidder must at a minimum suggest, and once approved, integrate, contract with, and manage third-party game providers. To decrease constant integration development, costs, and time, and to increase efficiency and the ability to work with smaller studios that may offer unique e-Instants or draw games, it is highly advantageous that the Bidder have a content aggregator process to seamlessly integrate third-party game providers. Please detail your company's ability to:

1. Manage third-party game providers, as noted above. List the game studios your company has integrated with and in which jurisdictions;
2. Create and ensure consistency and provide direction to third-party game providers for game development workflow, prize structures, working papers, game help pages, marketing packages, game launch, and analysis for the Lottery, marketing agency of record and the Bidder;
3. Provide a content aggregator and to also recommend and suggest, integrate, contract with, and manage third-party game providers. List game studios currently on your aggregator and how many e-Instants total are available through each studio. Also list which jurisdictions use your content aggregator. List how successful the games noted are in comparison to other games provided on a net gaming basis for the first twelve (12) weeks of launch within each jurisdiction; and
4. Enable Bidder's and third-party games (off the shelf, customized, makeover, bespoke, progressive) be deployed with ease, and ensure all functionality remains the same for the player across all game providers so the player cannot tell the difference between them, their access to them (across the app, mobile web and desktop) including replays and game play history, and so marketing promotions can be applied the same for all (free games, bonusing capabilities).

The Lottery's current e-Instant game provider contract expires June 30, 2025 and has an option to extend for two years. The Lottery's current e-Instant providers are Instant Win Gaming (IWG) and Neo Pollard Interactive (NPI). The Lottery requires the successful Bidder to be able to integrate, either through a content aggregator or APIs or other applicable means, with the two existing vendors. Bidders must detail their ability to support the integrations, as well as offer all IWG and select NPI games already provided to the Lottery for the go-live date of July 1, 2025.

The Lottery reserves the right to issue a Request for Proposals for third-party e-Instant games to be offered through the successful Bidder's portal. Though the Lottery deems it highly advantageous for the Bidder to offer and support a content aggregator, the Lottery recognizes that direct integration may be necessary. Bidders are expected to support direct integration with third-party game providers as well as providers through the content aggregator. The vendor/third-party game provider being integrated is responsible for integration costs.

3. e-Instants

The Lottery is seeking a vendor who can provide innovative e-Instant games to support a bi-weekly launch (every other week). The Bidder should provide a robust portfolio of off-the-shelf (OTS) e-Instant Games. Bidders are required to have a base OTS portfolio of a minimum of twenty-five (25) games. For launch, at least twenty-five games are required, which may be selected from the Bidder's library or other vendors. The Lottery reserves the right to choose the games for launch and the Lottery makes no warranty to choose games from the Bidder's game studio for every launch and there is no guarantee on how many games the Lottery will choose from any studio.

After the initial launch, Bidders must provide at least twelve games at no cost to the Lottery each fiscal year. Eleven games can be OTS and the Lottery may request up to one game to be bespoke. Note, the Lottery may not choose to utilize all twelve games allocated each fiscal year.

Presently, NHLC only accepts HTML5 type games. The Lottery is willing to discuss other newer technologies for future enhancement. Games must be developed for a mobile-first approach (iOS and Android), for in-app play, and playable on desktop supported browser. All games played in-app or mobile web must be in horizontal and vertical play. All e-Instant games must use iFrame/inline frame technology. Bidders must confirm their ability to meet these requirements.

All e-Instants must have a Demo Mode (free play) that plays identical as the Money Mode version of the game, including utilizing the same prize structure. An option for moving to the Money Mode version of the game from within Demo Mode must be offered. Please note if Demo Mode play/wagers are captured and logged by the system or through ancillary systems.

Bidder's e-Instant Games and Centralized DBGs that utilize Random Number Generator (RNG) technology, as well as the RNG itself shall be tested and certified against GLI-19 at the Bidder's expense at launch, on an ad-hoc basis annually, and if modifications to the RNG are performed.

Bidder must:

1. Describe how their game studio is driving innovation in games from play style, technology, graphics, prize structures, and user controls.
2. Describe the e-Instant launch process from game selection to post-launch support.
3. List and describe the documentation provided to support the launch such as launch checklist, Help Pages, Working Papers, etc. Provide a timeline before game go live that details the pre-launch schedule including UAT launch, working paper/spec delivery, game help page delivery, etc.
4. List the contents of the marketing resource package for each launch as well as how many weeks before launch they are available. The package of resources must include game videos and game images. How does your games team support the Lottery's marketing team or the acquisition marketing team?
5. List the members of the e-Instant launch team, their titles, and their responsibilities as part of the launch process in support of NHLC objectives.
6. Describe the areas of your OTS e-Instant games that can be customized for the Lottery prior to game launch.
7. List any bespoke games created over the past three (3) years, for which lottery, and its success in comparison to other games launched.
8. List progressive and linked progressive games launched over the past three (3) years and the jurisdictions in which they launched.
9. List all game types and play styles launched over the past three (3) years.
10. Describe your ability and experience in offering multi-state e-Instant and multi-state progressive e-Instant games.
11. Describe the ability to offer e-Instants that have a variety of price points in the same game, with the same payout but with different prize levels.
12. Describe the game controls available from the game's main page and what is not (where a player must click off the loaded game page to adjust controls or find information).
13. Describe if and how game loading can be personalized to New Hampshire Lottery.
14. Provide a list of the top twenty-five (25) games in generating NGR, provided by your game studio and where they are deployed. Stack rank them among other games in the same markets;
15. Give examples of each category of games: off-the-shelf, customized, makeover, and bespoke e-Instants you have launched with three lottery partners. If Bidder has not launched all categories of games, indicate so. Explain why the games fall within each category (required).
16. Provide a list of e-Instant licensed properties the Bidder offers. Also note where each has launched and its success relative to other games launched in market. (The NHLC may want to utilize licensed properties and recognizes the pricing of licensed properties may vary depending on the brand. Prices for licensed properties are negotiable.)
17. The Bidder may supply e-Instants containing licensed products from third party vendors, subject to contractual agreement between the NHLC and the third-party or a licensing agreement with the Bidder.
18. Provide games that are branded completely to the New Hampshire Lottery. Provide thorough details on how games are branded specific to individual lottery clients. Screen shots and explanations are encouraged. Bidder's response must pertain to standard game offering, under standard game pricing. In no event shall game customization fees apply to Bidder's offer to brand games completely to NHLC.
19. Detail your experience in building custom-built/bespoke/tailor made games for a lottery. Describe the process of working with North American lotteries in creating a tailor-made game. Include at least one case study detailing the process from concept to launch, and how the game performed in comparison to other similar playstyle games already in market.
20. Describe your experience in designing virtual games, such as virtual sports. Bidders must include the jurisdictions where they have virtual games, how the virtual games perform against e-Instant games, and the demographics of virtual game players.

Please describe any additional e-Instant features or game types offered that has not been previously discussed.

4. Draw Based Games

The Bidder must be able to support all current iLottery Draw Based Games (DBGs), as well as those under development, for the initial launch on July 1, 2025, with the ability to launch any other DBGs the Lottery offers at retail within three months of launch. Any and all DBGs launched and any DBG changes are not to incur any additional costs (development or otherwise). All DBG new launches and changes are part of the base price for the contract for the full term of the contract.

The successful Bidder is required to adhere to game change schedules according to Tri-State Lotto Commission and Multi-State Lottery timelines. Any game changes required by Tri or Multi-State Lottery groups must be adhered to and completed according to all applicable rules and regulations.

The Lottery reserves the right to add additional draw games over the term of the contract at the sole discretion of the Lottery.

The Bidder is expected to provide all necessary requirements to manage DBGs, including wager options, multi-draw selection, number selection, add-ons, and draw operations and management according to applicable Tri and Multi-State agreements, rules and regulations.

Bidders must:

1. List the DBGs launched via iLottery and the jurisdictions where they are currently available for sale, as well as the average time to develop and launch.
2. Describe DBG ticket purchase options supported by your system, including single draw, multi draw, subscriptions, or other innovative methods for players to purchase DBGs.
3. Describe your system's ability to create, manage, and end subscriptions for DBGs via iLottery.
4. List and describe the various purchase features you offer (with screenshots) for DBGs such as saved numbers, add-ons, easy pick, combo purchases, or other features.
5. Please describe any special DBG features you offer that sets you apart from other vendors and has not been previously discussed.
6. Describe processes and mechanisms in place to handle DBG game changes within the system with at least two (2) examples.

Bidders are encouraged to provide additional information supporting their ability to execute, deliver, and support draw games, and provide an exciting user experience.

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G. Marketing Support and Services

The New Hampshire Lottery Commission is looking for an iLottery partner who can collaboratively work to drive overall digital marketing strategy as well as plan, manage, execute, and analyze the retention and digital efforts for iLottery. Additionally, the Lottery is requesting the Bidder:

1. Provide marketing support through strategy, research and funding;
2. Utilize the latest technology for CRM program management, execution and analysis;
3. Create and manage an affiliate program for online, retail as well as other partners; and
4. Provide robust bonus and promotional capabilities through the system.

1. Marketing Support

The successful Bidder will be expected to attend and lead strategy, planning and analysis meetings. Please provide your recommendation for a meeting schedule noting the frequency of each.

Bidders must submit a proposed iLottery marketing plan for the first twelve months of contract, which must be updated annually, and must take into account, but is not limited to:

1. Game launches
2. New product enhancements
3. Seasonality
4. Omni-channel opportunities
5. Retention and player optimization efforts
6. Other

Annually, the Bidder must collaborate with the Lottery and advertising agency of record to create an annual iLottery marketing plan. The plan must be approved by the Lottery before work can commence. The final proposed plan must be provided to the Lottery no later than May 1 each calendar year. The plan will be approved by the Lottery by June 1 and must be approved before work can commence for the fiscal year starting July 1.

In order to continuously improve, Bidders will conduct research for iLottery as specified by the Lottery and performed by the Bidder, with results presented to the Lottery. Bidders are encouraged to suggest research projects to the Lottery. Bidders must provide what research initiatives they undertook over the past two years. The cost of research will draw from the Marketing Fund for third-party commodities and/or services related to this research at Bidder's net cost, with no additional Bidder markup. The presentation shall be at no additional cost. Research funded by the Lottery must only be completed at Lottery's request.

The Bidder must make available \$350,000 annually, that rolls to the next fiscal year if not used, for a Marketing Fund. The Bidder must provide a breakdown of their recommendation on how to best utilize the Marketing Fund. The Lottery reserves the right to utilize the Marketing Fund for relevant professional development including site visits, conferences, events, classes, and associated costs incurred for them such as registration fees, travel and lodging, which may be directly related to marketing or other key areas of iLottery such as game development, data analysis, security, and responsible gambling.

Please detail other Marketing Support capabilities available that you believe are beneficial to the Lottery in achieving its goals, which have not already been addressed.

2. CRM

Customer Relationship/Retention Marketing (CRM) allows the Lottery to bring players through the funnel and engage them with offers that resonate per segment. Provide details of your CRM system, the capabilities of the CRM solution in at least the following areas:

1. Email creation/dynamic email content creation based on player segment
2. Security features that limit what users can create, view, and update
3. Campaigns using email, SMS, web popup, etc.

4. Add, manage, and update contacts
5. Import/export data
6. Survey creation, execution, export of responses, and analysis
7. Segmentation of contacts for campaigns
8. Player Journeys - create/define, execute, and manage
9. Marketing campaigns - create/define, execute, and manage
10. A/B testing (email, SMS, push notification, etc.)
11. Manual, scheduled, triggered send via email, SMS, or other
12. Reporting – ad hoc, canned, scheduled, and dashboards
13. Ability to use player profile or player segmentation to serve up dynamic, personalized iLottery offers, promotions, bonuses, webpage or messaging.
14. Bonuses – indicate the ability to support bonusing within CRM. If the ability is not present, the Bidder should discuss the capabilities available
15. Manage affiliate members
16. Manage subscribers and email/SMS/other removal requests

SLAs shall be in place to govern CRM management and promotions, including the correct setup and projected budget spend per offer.

Please detail other CRM capabilities available, not previously mentioned, that you believe will benefit the Lottery in achieving its goals.

Please describe the services you offer to plan, execute, and analyze CRM campaigns. Please cover the areas of graphic services, copywriting, testing, campaign design, campaign management, retention and acquisition strategy, campaign strategy, and reporting and analysis.

Provide an example of one of the most successful CRM executed campaigns to date. Please include details of the campaign along with the results realized. Also list each jurisdiction you provide or have provided CRM and analysis services for, with dates of service, and the programs year over year growth.

Please note Supplemental Staffing requirement in Section 5 M. Staffing.

3. Bonus Options

Bidders must provide a list of all bonus and promotional capabilities the system currently has and ones that are under development. Include which system(s) are used to create, assign and track bonuses. Bidders are encouraged to detail the following:

1. Any nuances or limitations associated with the bonuses such as wagering requirements, user flows, triggers, overrides, time expirations/validity periods.
2. Ability to provide bonusing in desktop, mobile web and player application environments.
3. Provide surprise and delight type bonusing.
4. Provide personalized bonusing capabilities at the top of the funnel.
5. Ability to bonus based on predictive analytics for what players future behavior may be.
6. Ability to determine bonus start and expiration time, as determined by the Lottery. For example, the Lottery may like the flexibility to send a “High Noon” offer, that provides players with a lunch-time special, and that the bonus expires at 11:59AM the following day.

4. Affiliate

The successful Bidder shall support an affiliate marketing program – retail partners, online or other. The NHLC is seeking a full affiliate program for online and retail. This includes program management, affiliate recruitments (retail working in conjunction with the Lottery), the application process, reporting to the Lottery and affiliate members, providing results, oversight, customer support for affiliates, and communications.

Bidders must provide an example of an effective affiliate program run and managed for WLA or NASPL customers. The

example must include, at a minimum, promotional pieces to affiliates, results of each affiliate vertical type on acquisition, and sample reporting to the Lottery. Bidders must identify if the program is provided by the Bidder or a subcontractor. If the program is provided by the Bidder, please indicate the percentage of time the person(s) is dedicated to New Hampshire.

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H. Retail Inclusion

The Lottery recognizes there are iLottery players who continue to play retail games, that there are many retail players who are not aware of iLottery, that including retailers in all things lottery is a benefit to the Lottery, and that the Lottery must put the player at the center of the journey and strive to provide the player access to the Lottery when the player wants and where they want it.

Bidders must provide details and results of retail integration and cross promotions, including, but not limited to:

1. Crossover games
2. Marketing promotions with coupons to drive players to retail
3. Retail voucher to iLottery wallet funding options
4. Retailer affiliate programs (covered under Section 5. G. 4.)

Bidders are encouraged to provide additional proven options to increase retail inclusion in the NHLC iLottery program.

I. Player Application & Rewards Program Integration

The successful Bidder will be required to integrate with the Lottery's mobile application provider to enable iLottery play within the app, as well as the ability for players to:

1. Sign-in to their rewards account using their iLottery username and password (single sign on)
2. View their rewards balance within their iLottery account.
3. Earn points for iLottery games played or purchased.
4. Redeem points for iLottery dollars and games.
5. Enter second chance drawings on a basis to be determined, through various actions, such a number of wagers, amount of deposit, certain games played or purchased, or otherwise.
6. Play all iLottery draw and e-Instantseamlessly on iOS and Android through the app in money and demo mode (money and demo mode only applicable for e-Instants).
7. Access all parts of their iLottery account, and it being fully responsive to different screen sizes.
8. Support portrait and landscape mode.

If there are other player application integration features offered that may be beneficial to the players and the NHLC that was not included, please provide examples.

For each system release, game release or enhancement, the Bidder must ensure no negative impact to log-in and registration services, access to the rewards or iLottery account, or to the app/iLottery or game play.

Bidders must have or currently provide similar services and capabilities to at least one (1) NASPL or three (3) WLA jurisdiction(s). Please note the jurisdiction and detail what technical integrations or services for a player app are provided.

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J. Data and Analytics

The Lottery is seeking access to and analysis of the data for its iLottery program. This includes Lottery access to the full iLottery program data within the main database/data warehouse as well as access to canned and standard iLottery reports from the iLottery system.

The Bidder is expected to provide data analysis staff who can perform analysis on the iLottery program and can also extract data from the data sources and schedule reports to be sent to designated Lottery staff and other parties as defined by the Lottery.

The Lottery finds it desirable to conduct analysis outside of marketing analysis (marketing analysis included in Section 5. G), to fully understand the efficacy of games, enhancements, payment solutions, responsible gambling activities and more. Please describe the areas of analysis your team is capable of and has experience conducting, to assist lotteries in better management of their system and services.

Bidders must also provide details on the below areas:

1. Describe your standard reporting system which allows the Lottery to access iLottery program data to generate canned reports, over a limited time period or limited number of transactions. Include a list of all available canned reports as well as images of each.
2. Describe the frequency with which available canned reports can be accessed. For example, canned games reports are available on a daily, weekly, and monthly basis. Weekly is Sunday through Saturday. Monthly is a calendar month.
3. Describe the process the Lottery will follow to request data analysis projects and the expected response time.
4. Describe the process the Lottery will follow to request extracted raw data and the expected response time.
5. Describe the tool(s) that will be provided to the Lottery to access the full range of iLottery program data stored in the main database/data warehouse.
6. Please describe any additional Business Intelligence, Data and Analytics features offered that are beneficial to the Lottery to achieve its goals, which has not been previously discussed.

1. Data Warehouse

The Lottery requires that a Data Warehouse solution be provided that includes connections to all the Lottery's current data sources, which includes at a minimum, the following:

- Retail systems provider; and
- Mobile application, second chance, and Rewards provider.

The connections will include but are not limited to the following tasks: import data, provide data cleansing/formatting functions, and link to a suite of analysis and visualization tools such as but not limited to Excel, Tableau, or analytical tools that are part of the Data Warehouse solution. Bidders shall describe their ability to provide the Lottery with a Data Warehouse solution with staffing that can monitor and maintain the database, extract data, develop complex reports, and create dashboards.

Please provide details on your Data Warehouse solution in the following areas:

1. Provide a diagram that summarizes the data warehouse solution proposed for the Lottery. The diagram should include all required components to support the Lottery's requirements.
2. Describe your ability to provide data storage for data from the Lottery's entire line of businesses (e.g., iLottery, retail, rewards, etc.).
3. Describe your ability to develop an overall design for the system including data structures, security schemes, interfaces, transformations, and other needs.
4. Describe your ability to extract, transfer, and load disparate sources of data from the Lottery's entire line of business, and those vendor partners.

5. Describe your ability to provide tools and services for reporting that include but are not limited to extracting data, analyzing data, and visualizing data.
6. Are you able to provide scheduled, automated reports that combine data from multiple sources? For example, a single report that combines winners from both retail games and draw games?
7. Describe the data transfer timelines from external Lottery vendors as real-time, near real-time, daily, weekly or otherwise.
8. Describe your ability to provide the staff to manage the data warehouse as well as provide data services as requested by the Lottery.
9. Define your experience deploying data warehouses in other WLA/NASPL jurisdictions.
10. Provide examples of reports and dashboards created from your data warehouse solution.
11. Provide an example of the staff positions required to manage the data warehouse solution as defined by the Lottery.
12. Provide training available to the Lottery for data visualization tool usage and report building.
13. Please describe any additional Data Warehouse features or tools you offer that you believe will assist the Lottery in achieving its goals that have not been previously discussed.

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K. Customer Support Center

The Bidder must staff and operate an iLottery Customer Support Center (CSC) for handling player support services that utilize modern support technologies through interactive channels in order to maximize player convenience and satisfaction. The Lottery wants to support players through the channels they are already using, with a highly personalized approach. The CSC service channels must include but need not be limited to a phone call center, email support, and chat support.

The CSC shall be located in the Continental United States and must disclose the location of its operational staff, noting if agents work remotely or otherwise. Any change in location of customer support centers shall be presented in writing to the Lottery sixty (60) days in advance of the change and is subject to Lottery approval.

Any information which is gathered or utilized by the CSC shall be maintained for the life of the contract and a minimum of eighteen months after termination, and be accessible to the Lottery for review, analysis, and audit using a web-based platform.

The Lottery requires the call center to be staffed and able to interact with players, at a minimum, from 8:00 AM to 12:00 AM ET daily, for 365 days of the year, Eastern Time. The Lottery expects the call center staff to handle incoming communications as well as initiate outbound communications as the situation requires.

1. Describe how your call center agents are able to access a single view of the player that includes call center service history, promotional emails and offers, player gaming history such as games played, deposits, withdrawals, etc.
2. It is the Lottery's desire to integrate the CSC system with the Lottery's planned customer relationship management (CRM) solution. Bidders must describe any limitations to this desired integration. The goal of this integration is to assign cases from players between Lottery and Bidder's call center staff and to be able to collectively track and view communications, completion, and resolution of player emails, calls and chat outreach. This will provide both parties with a complete view of the player's history of interactions with the CSC as well as with Lottery support staff. If this integration is not possible, please provide best practices to exchange information about player inquiries between the CSC and the Lottery support staff.
3. Bidders shall provide key screenshots of the customer support system.
4. Specify whether the customer support system is software developed by the Bidder or provided by a sub vendor. In the instance of third-party software, indicate the company name and company website address as well as the duration of the partnership.
5. Provide examples of your system and staff's ability to assist persons with disabilities when a player may be unable to fully communicate through the available channels.
6. Please list all languages your call center supports and the ability to assist those who do not speak English natively.
7. Please detail if your solution utilizes Artificial Intelligence (AI) and automation and provide an overview of it and where used.
8. Please detail if your solution utilizes Interactive voice response (IVR) and provide an overview of it and how it is used.
9. Please detail if your solution utilizes self-service options and provide an overview of it and how it is used.
10. Describe how you are able to initiate outbound calls to walk players through claim process, support expiring prizes, or other scenarios and key user flows as necessary.
11. Provide your recovery plan for staff and technology redundancy to mitigate risk.
12. Provide an agenda of the training program all CSC agents must go through before handing calls from the Lottery's players.
13. Describe the proposed staffing plan that will support the Lottery's players. Include the titles of all staff members assigned to servicing the Lottery account, indicate if they are a dedicated resource or shared, list what communications areas they are responsible for, and indicate the staffing levels throughout the day parts the call center will handle the Lottery's players.

14. Provide the call center's standard agent KPI goals and historical performance against these KPIs for the last twelve (12) months. These KPIs should include the average call time, first call resolution, number of calls escalated, average speed to answer, etc. These need to be provided for all communications channels offered.
15. Describe the escalation process for players when an agent does not have the skill or authority to resolve a player issue. Provide examples when a player issue will be escalated.
16. Describe any web-based self-service tools and resources that are provided to players. Provide an estimate on the number of contacts to the call center web-based self-service eliminates on a monthly basis.
17. Propose a meeting cadence to review CSC KPI's, issues and opportunities with the Lottery.

Please describe any additional Customer Support Center capabilities you offer that will assist the Lottery in achieving its goals while also supporting player satisfaction, that has not been previously discussed.

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L. Responsible Gambling

The System must provide the ability to set configurable player account funding limits for daily, weekly, monthly timeframes as determined by the Lottery. The Lottery has the sole discretion to designate funding limits. The customer support center must have the ability to exclude players for set periods. Lastly, the player must also have the ability to easily set cool-off periods and self-exclusion periods themselves through their account.

Bidders must describe their solution for responsible gambling controls and tools available for the Lottery, a customer support representative, and for the player. Be sure to indicate how quickly responsible gambling changes take effect in the system and what the player can and cannot access when self-excluded. Bidders are encouraged to address the ability for the player to exclude from some games and not others and provide larger programmatic support for responsible gambling.

Bidder must also provide sample reports that the Lottery can access, to monitor responsible gambling.

Examples of reports should be included in the Bidders technical response. Indicate if the reports can be accessed on demand or detail frequency.

Bidders should propose a set of responsible gaming defaults and limits for Lottery's consideration that are based on best practices from other jurisdictions and the National Council on Responsible Gambling (NCRG), as well as innovative methods to proactively engage players with responsible gaming tools and messages. Include examples and details as to where and how the Lottery is able to provide RG messaging to players within game play, within a player's account, and within CRM or automated messaging (email or otherwise). Detail how you can help the New Hampshire Lottery become Responsible Gambling Verified (RGV) by the National Council on Problem Gambling, as well as achieve certifications through the Responsible Gaming Framework through the World Lottery Association (WLA). Bidders shall comply with NCPG and WLA frameworks and collaborate with New Hampshire Council for Responsible Gambling (NHCPG) for any additional messaging that might be required.

Additionally, Bidders must propose a cadence of meetings to collaborate with the Lottery to review RG within the iLottery program, discuss opportunities, and plan.

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M. Staffing

Over the course of the contract the Lottery will require different staffing commitments from the successful Bidder. The expectation is that these roles can be remote, shared roles and not 100% dedicated to NHLC unless noted. Staffing levels and locations, and any modifications must be approved by the NHLC. SLAs shall be in place to govern the work performed and address issues, quality and/or performance.

The Lottery shall approve all personnel and reserves the right to require background checks and non-disclosure agreements at the Bidder's expense. It is within the Lottery's sole discretion to require the removal and replacement of any staff as it sees fit. Bidders must confirm the availability of staff outside of the Lottery's working hours of 8:00 AM to 4:00 PM ET for emergencies, system issues, or impacts to player experience. Please describe proposed personnel, location and whether shared or dedicated:

1. Conversion Team
2. Account Team
3. Supplemental Staff
4. Other Suggested Staff

The Lottery reserves the right to negotiate for additional positions as needed over the duration of the contract at a rate to be determined to support the iLottery program.

1. Proposed Conversion Team

For conversion, the Bidder shall provide a team of dedicated personnel, who are experienced and able manage the conversion project. Each subject area will have a counterpart at the NHLC to provide content and context. Provide a brief outline of the key personnel for each area who would be assigned to work with NHLC if the Bidder were to be awarded a contract, including:

1. Project Manager
2. Data
3. Technical/Product
4. QA/UAT
5. UI/UX
6. Compliance
7. Finance- Claims, Payments
8. System Integration
9. Games
10. Marketing
11. Draw Services/Operations
12. ICS Subcontractor Staff
13. Customer Support

Include résumés for the personnel identified which outline experience on similar past or current projects.

2. Proposed Account Team for Contract Duration

For each key area the iLottery system contains, a lead is expected as a daily point of contact. Provide a brief outline of the key personnel/leads and associated personnel who would be assigned to work with NHLC if the Bidder were to be awarded a contract. Include the percentage of time they are dedicated to the NHLC. If the percentage of time changes, the Lottery must be informed within 30 days. If there are additional staff in other subject areas, please include them.

1. Account Director- the daily point of contact and escalation person for all areas below
2. Project Manager
3. Technical/Product
4. QA/UAT

5. Games
6. Marketing
7. Data
8. Compliance
9. Customer Support
10. Finance
11. Draw Service/Operations
12. TechOps

Include résumés for the personnel identified which outline experience on similar past or current projects.

3. Supplemental Staff

To augment the existing staff at the Lottery and to further support the iLottery program the Lottery requests the Bidder to directly provide the position below.

iLottery Marketing Director: this position is 100% dedicated to the New Hampshire Lottery, though the position is able to be fully remote. The Lottery prefers this position be hired for or transitioned to the New Hampshire account, versus being a contracted service. This position is responsible for growing the iLottery program, helping the NHLC hit programmatic key performance indicators, driving overall digital marketing strategy in collaboration with the Lottery and vendor partners through the website, mobile app and mobile web.

1. Develops short and long-term digital marketing strategy and plans for iLottery to meet agency goals, working in conjunction with vendors and team to achieve programmatic key performance indicators (KPIs). Responsible for assisting in planning acquisition and retention campaigns, survey schedule (and writing surveys), and ensuring timely execution and analysis (of campaigns and surveys).
2. Collaboratively works in conjunction with, and advises the advertising vendor and lottery, in all marketing activities for iLottery projects and promotions, ensuring campaigns run smoothly, stay on budget and on time. Evaluates success of programs by measuring return on investment, monitoring and tracking results, metrics and trends from all initiatives
3. Works with advertising vendor and lottery regarding digital ad spending to ensure funds are spent responsibly and on the proper channels. Works with lottery and vendors to develop A/B testing, segmentation, campaign optimization, and relevant segment and vertical content to focus on churn/recency, frequency, and lifetime/monetary value (RFM) of customers.
4. Serves as liaison and works collaboratively with the digital marketing agency of record, iLottery CRM vendor, app/rewards vendor, and other vendor partners, state agencies and internal business units to address programmatic needs and ensure deliverables and responsibilities are fulfilled. Works closely with customer support, games, products and overall customer care.
5. Responsible for the ongoing and timely review of iLottery campaigns, social media posts, frequently asked questions for iLottery and rewards program websites, landing pages, and more. Ensures Lottery stakeholders are informed of iLottery rewards marketing initiatives and provides content for CRM knowledge base.
6. Evaluates customer experience and purchase flows for all digital platforms (iLottery, app, rewards program, website, social sites) to identify where opportunities exist to enhance their experience relative to iLottery and decrease friction. Researches, identifies, and focuses on opportunities to increase conversion and retention and for new acquisition channels and retention methodologies.
7. Supports the Lottery's Director of Marketing and games, product, marketing, customer support and sales teams on agency programs and initiatives relative to iLottery.

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N. Invited Options

The Lottery is interested in learning more about each of the following options, the ability for, and experience of, Bidders to provide these options. Cost should be included *in the Price Proposal* as separate line items; where applicable, it is acceptable for Bidders to state the cost is to be determined. Pricing for Invited Options will not be part of the scoring evaluation.

1. Suggested Staffing

The Lottery invites Bidders to suggest other positions either 100% or partially dedicated to New Hampshire, which are outside the Conversion and Account Teams. Staffing levels and locations, and any modifications must be approved by the NHLC.

2. Player App & Rewards Program

Bidders are invited to propose their player application and rewards program solution that would at a minimum provide the below capabilities. The Lottery is interested in understanding Bidders experience with developing, deploying and supporting mobile applications that also support iLottery play, with links to other Lottery verticals, where applicable and when possible.

1. Single sign on to access and play iLottery, earn and redeem rewards for iLottery and retail, and enter second chance drawings.
2. Access to all areas of retail including winning numbers, jackpot amounts, retail ticket scanning, mobile play slips for all draw games and Fast Play games.
3. Second chance entry and drawing solution for retail and iLottery games.
4. Robust survey capabilities to collect data and feedback from players on areas of interest across all verticals of the Lottery.
5. Retailer locator with support for location services to show nearest retailers, with ability to note which retailers offer KENO 603.
6. Available on iOS and Android, iPads and tablets.
7. Provide mobile cashing.
8. High tier prizes remaining, and percentage sold for scratch games.
9. Provide one PAM/wallet for both retail and iLottery.
10. A gamified experience.
11. Provide CRM system and management for rewards community.
12. Provide secure draw services and tax reporting for second chance drawings.
13. Provide player support for technical inquiries.
14. Support portrait and landscape mode.
15. Provide desktop and mobile web rewards and second chance access through the NHLC website.
16. If there are other app functions or services you offer that are not included but would be beneficial to the NHLC and its players, please provide an overview of them.

3. Player Acquisition

Bidders shall describe in detail their ability to develop, lead and perform digital acquisition marketing for owned, earned, and paid media strategies for iLottery including but not limited to:

1. Media planning and buying
2. Funnel optimization strategy and execution
3. Message strategy and execution
4. Creative development
5. Reporting and optimization
6. Personalization
7. A/B testing

8. Advertising strategy and execution
9. Promotional strategy and execution
10. Social strategy and execution
11. Player journey creation, management, strategy and execution
12. Acquisition analysis
13. Other

Bidders shall provide three examples of successful plans executed for NASPL/WLA customers including success metrics and return on investment.

NOTE: The Lottery shall approve all budgets for Player Acquisition, Digital Marketing, and Player bonuses.

4. Omni Wallet

Please provide your experience and ability to support one player wallet, where at a minimum the following scenarios are possible:

1. Players can use their iLottery wallet to purchase tickets at retail;
2. Players can cash their tickets at retail to directly fund their iLottery wallet;
3. Players can see their retail purchases and cashing history through their iLottery account;
4. Players can cash out iLottery winnings at retail; and
5. Players can claim their retail (and iLottery) prizes through mobile player wallet and either add the funds to their iLottery balance or withdraw to eligible payment methods through the iLottery wallet.

Please describe any additional omni wallet capabilities you provide that would be beneficial to the NHLC and their players that has not been previously discussed.

5. Player Support Combined

Currently the NHLC answers all incoming calls and emails through the Administrative Team and transfers inquiries to the most appropriate department when the Administrative Team is unable to assist the person. The Lottery does not currently have a customer relationship system for issue and resolution tracking. For the player application and rewards program, currently all technical calls for the player app are transferred to the app vendor, Marcus Thomas. All iLottery calls are handled by the iLottery vendor.

The result of this can be confusing and frustrating for the player. It also results in a lack of understanding of player needs across disparate call centers. Beyond the solutions and services outlined in Section 5. K. Customer Support Center above, the NHLC invites Bidders to outline their ability to provide an all-encompassing Customer Support Center that can also be the primary call center for iLottery as well as traditional/retail lottery and player app/rewards program inquiries. Additionally, are Bidders able to integrate the NHLC into their Customer Support Center software solution to add software licenses to enable the NHLC and the Bidders Customer Support Team to work as one team to better assist and understand NHLC iLottery players?

Bidders are invited to detail their ability to provide one support center for all (except retailer hotline), while including the Lottery in the flow and include:

1. Jurisdictions where your company has successfully provided a full call center for player solutions (iLottery player support, retail player support, player app, including second chance and rewards questions)
2. How your company can include the Lottery in the assignment and resolution of issues
3. How your solution is able to provide a web-based dashboard of issues, tracking, resolutions, performance, etc. to the Lottery, segmented by vertical
4. Your ability to scale up to address peak volumes without degradation of customer service.
5. Your ability to provide personalized service across verticals.
6. Designated call center team for New Hampshire
7. Back-up solution when New Hampshire call center fails.

If there is other information regarding the ability to provide full customer support that would be beneficial to the Lottery and its players, that has not been covered above, please provide details.

6. Enhanced Technology Education Opportunities

The NHLC invites Bidders to propose a program to enhance technology educational opportunities for and collaboration with New Hampshire students. Since 1964, the Lottery has provided over \$2 billion to education in New Hampshire. As the Lottery evolves, it sees real opportunities to not only continue to give back more in educational funding, but to also help educate future Lottery employees and future New Hampshire residents in key areas of Game Design, Technical Business Analysis, Digital Marketing, and Data Analysis.

New Hampshire has one of the oldest populations in the country. By investing in human capital and by helping to develop a science and technology driven workforce, the New Hampshire Lottery can help create high-skills job knowledge, with the hope that some of those who may benefit will stay in New Hampshire.

Bidders are encouraged to:

- Provide an outline of a proposed program;
- The level of resource dedication (funds and staffing) they can devote;
- If they have supported a program like this in the past;
- List any other educational programs they support; and
- List the annual cost to the Lottery in the Price Proposal only, of this program.

O. Offered Options

Bidders are encouraged to submit systems, services, staffing and solutions that are not covered in another section of this RFP they believe would be beneficial to the Lottery to achieve its goals. Pricing will not be considered in Offered Options and will not be part of the scoring evaluation. For each Offered Option Bidders respond to, they should provide:

1. Three (3) WLA or one (1) NASPL example
2. Data and details supporting the Offered Option
3. Explanation of why the Bidder believes the system, service, solution or staffing would be beneficial to the Lottery.

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SECTION 6 – PRICE PROPOSAL

Bidders are required to submit pricing as set forth in the Price and Payment Schedule in Exhibit B.

NOTE: Preparation for and including system conversion and data migration are not subject to direct compensation and bidders should factor those costs into the Pricing Proposal.

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SECTION 7 – EVALUATION OF PROPOSALS

Bidders should provide the Lottery with information, evidence, references and demonstrations in a manner that will enable the Lottery to award a Contract that best serves the stated interests of the Lottery, its players and the State of New Hampshire.

Bidders should prepare their Proposals providing a straightforward and detailed description of their ability to satisfy the requirements of this RFP. Emphasis in each proposal should be on completeness, conciseness, and clarity of content.

At a minimum, proposals must be fully responsive to the requirements stated in this RFP.

All proposed hardware, software, and services must be included in the final delivered system unless otherwise specified (with the exception of options not selected by the Lottery).

The Lottery reserves the right to award a lower evaluation score or reject a proposal for failure by a Bidder to provide the appropriate information or materials in response to each stated requirement or request for information.

For items that are deemed highly advantageous, the Lottery reserves the right to give partial points. For example, if there are 10 additional points available and the Bidder can provide most but not all of what is requested, the Lottery may award less than 10 points but more than 0.

A. CRITERIA FOR EVALUATION AND SCORING

Each responsive Proposal will be evaluated and scored based on the responses to Section 5 Content and Requirements for Proposal. NHLC will select a Vendor based upon the criteria and standards contained in this RFP and from applying the weighting in this section. Section 5 A-M delineate the full list of items the Lottery will consider in:

- A. **Technical Proposal Contents:** Demonstrate proven and operational technologies, software and services; demonstrate Bidder is a solid business entity with sound financial capabilities in good standing, is stable and operates with a high level of integrity and experience with iLottery systems, games and services; demonstrate continued investment in research and development of iLottery.
- B. **Gaming System:** Demonstrate proven operational gaming system that is resilient, robust, secure, redundant and can support future growth.
- C. **Portal and Player Account Management:** Demonstrate ability to provide and support dynamic portal and player account management, preferably utilizing widget functionality via the NHLC's website, providing all critical third-party integrations, while prioritizing user experience, security and personalization.
- D. **Claims and Payments:** Demonstrate ability to act as Merchant of Record, keeping fraud, compliance and security at the forefront, while integrating myriad payment methods and providing essential claim services.
- E. **Back Office System:** Demonstrate ability to provide a browser based back-office system providing real-time reporting and management of player accounts and iLottery operations in a user-friendly and secure environment on an access by user role basis.
- F. **Games:** Demonstrate high performing e-Instant portfolio of a variety of e-Instant games; proven usage of a content aggregator as well as direct integration with third-party game providers; proven ability to drive strategy and support ongoing and timely game deployments.
- G. **Marketing Support and Services:** Demonstrate ability and experience in leading and providing CRM strategy and execution; provide wide range of bonus options, segmentation and personalization based on data driven analysis. Proven ability to provide and support retailer, partner and affiliate program creation and management.
- H. **Retail Inclusion:** Demonstrate experience in expanding successful retail inclusion programs to increase acquisition and awareness and create an omni-Lottery experience for the player.
- I. **Player Application & Rewards Program Integration:** Demonstrate ability to provide single sign-on capabilities through iLottery for the current NHLC mobile application and rewards program; integrate for iLottery play in-app, and support earning and redemption for iLottery points economy in the app.
- J. **Data and Analytics:** Demonstrate proven ability to provide accurate canned and standard reporting, and a data warehouse solution for select Lottery vendor partners plus a data visualization tool, and support programmatic analysis.

- K. **Customer Support Center:** Demonstrate experience with providing and staffing a customer support center with the ability to scale up for jackpot runs, provide NHLC specific information, handle inbound and outbound communications, expeditiously and hospitably.
- L. **Responsible Gambling:** Demonstrate proven ability to support responsible play, provide player and operator tools for deposit limits, exclusion, and innovative options to assist the player in playing responsibly, as well as providing oversight on player exclusion and reporting.
- M. **Staffing:** Demonstrate ability to provide iLottery experienced staff for conversion and for the duration of the contract in multiple areas.

Sections N. Invited Options and O. Offered Options will not be subject to scoring.

If the Lottery, determines to make an award, the Lottery will issue an "intent to negotiate" notice to a Bidder based on these evaluations. Should the Lottery be unable to reach agreement with the selected Bidder during Contract discussions, the Lottery may then undertake Contract discussions with the second preferred Bidder and so on, or the Lottery may reject all proposals, cancel this RFP, or solicit new Proposals under a new acquisition process.

The Lottery will use a scoring scale of 1,000 points, a maximum of 200 points awarded based on the Price Proposal, a maximum of 800 points awarded for the Technical Proposal, which will be distributed as set forth in the table on the following page.

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Evaluation of Technical and Price Proposals	
CATEGORIES	POINTS
TECHNICAL PROPOSAL: See Section 5 for a full list of items to be scored	
A. Company Information, Capabilities, and Support	75
B. Gaming System	75
+ <i>Advantageous: Proven Cloud Capabilities +10 Points</i>	10
C. Portal and Player Account Management	75
+ <i>Highly Advantageous: Utilization of current website for widget embedded portal +15</i>	15
D. Claims and Payments	50
E. Back Office System	40
F. Games	75
+ <i>Highly Advantageous: Utilization of content aggregator with 2 vendors and 10 games each + 15</i>	15
G. Marketing Support and Services	75
H. Retail Inclusion	35
I. Player Application and Rewards Program Integration	65
J. Data and Analytics	65
K. Customer Support Center	40
+ <i>Highly Advantageous: Ability to manage all Lottery and player application/Rewards customer support +10</i>	10
L. Responsible Gambling	40
M. Staffing	40
TOTAL TECHNICAL EVALUATION POINTS	800
PRICE PROPOSAL CATEGORIES: See Exhibit B for Pricing and Payment Schedule	
NGR e-Instant	135
NGR Draw	45
Off the Shelf	10
Customized	2
Makeover	2
Bespoke/Tailor Made	6
TOTAL PRICE EVALUATION	200
TOTAL POTENTIAL MAXIMUM POINTS AWARDED (Technical + Price)	1000

The Lottery will select a Bidder based upon the criteria and standards contained in this RFP and from applying the weighting in this section. Oral interviews and reference checks, to the extent they are utilized by the Lottery, will be used to refine and finalize scores.

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B. PLANNED EVALUATIONS

The Lottery plans to use the following process:

1. Preliminary screening to ensure Proposals are in compliance with submission requirements;
2. Initial Evaluation of the Technical Proposals, determining points where if 600 points are not achieved, Price Proposals will be returned unopened;
3. Oral interviews and product demonstrations (if necessary);
4. Final evaluation of Technical Proposals and scoring;
5. Review of Price Proposals and final scoring; and
6. Select the highest scoring Bidder and begin contract negotiation.

C. PRELIMINARY SCREENING

The Lottery will conduct a preliminary screening step to verify Bidder compliance with the technical submission requirements set forth in the RFP and the minimum content set forth in Section 5 of this RFP. The Lottery may waive or offer a limited opportunity to cure immaterial deviations from the RFP requirements if it is determined to be in the best interest of the State.

D. INITIAL TECHNICAL SCORING OF PROPOSALS

The Lottery will establish an evaluation team to initially score the Technical Proposals. This evaluation team will review the Technical Proposals and give an initial score to the technical proposals under the guidelines set forth in Section 6. Should a Bidder fail to achieve 600 points in the initial scoring, it will receive no further consideration from the evaluation team and the Bidder's Price Proposal will be returned unopened. Price Proposals will remain sealed during the initial technical review.

E. ORAL INTERVIEWS AND PRODUCT DEMONSTRATIONS

If the Lottery determines that it is appropriate, Bidders may be invited to oral interviews and/or product demonstrations including demonstrations of any proposed automated systems or technology components. The Lottery retains the sole discretion to determine whether to conduct oral interviews, with which Bidders, whether the interviews will be virtual or in person, and the number of interviews. Bidders are advised that the Lottery may decide to conduct interviews with less than all responsive Bidders.

The purpose of oral interviews and product demonstrations is to clarify and expound upon information provided in the written Proposals. Bidders are prohibited from altering the basic substance of their Proposals during the oral interviews and product demonstrations. The Lottery may ask the Bidder to provide written clarifications of elements in their Technical Proposal regardless of whether it intends to conduct oral interviews.

Information gained from oral interviews and product demonstrations will be used to refine technical review scores assigned from the initial review of the Proposals.

F. FINAL TECHNICAL SCORING OF PROPOSALS

Following oral interviews, product demonstrations, reference checks (if applicable/appropriate) and/or review of written clarifications of Proposals requested by the Lottery, the evaluation team will determine a final score for each Technical Proposal.

G. PRICE PROPOSAL REVIEW

Price Proposals will be reviewed upon completion of the final technical scoring of Proposals. The Bidder's Price Proposal will be allocated a maximum potential score of 200 points. Bidders are advised that this is **not a low bid award** and that the scoring of the Price Proposal will be combined with the scoring of the Technical Proposal to determine the overall highest scoring Bidder.

The following formula will be used to assign points for costs:

$$\text{Bidder's Price Score} = (\text{Lowest Proposed Price} / \text{Bidder's Proposed Price}) \times \text{Number of Points for Score}$$

For the purpose of use of this formula, the lowest proposed price is defined as the lowest price proposed by a Bidder who has scored above the minimum necessary for consideration on the Technical Score.

H. No Best and Final Offer

The Proposal shall be submitted initially on the most favorable terms which the Bidder can offer. There will be no best and final offer procedure. The Bidder shall be prepared to accept this RFP for incorporation into a contract resulting from this RFP. Nothing herein shall be construed to prevent the negotiation of certain contract terms, including price, after the final selection of proposals. Contract negotiations may incorporate some or all of the Proposal.

I. Final Selection

The Lottery will conduct a final selection based on the final evaluation of the Technical and Price Proposals and begin contract negotiations with the selected Bidder.

J. Rights of the Lottery in Accepting and Evaluating Proposals

The Lottery reserves the right to:

1. Make independent investigations in evaluating Proposals;
2. Request additional information to clarify elements of a Proposal;
3. Waive minor or immaterial deviations from the RFP requirements, if determined to be in the best interest of the State;
4. Omit any planned evaluation step if, in the Lottery's view, the step is not needed;
5. At its sole discretion, reject any and all Proposals at any time; and
6. Open contract discussions with the second highest scoring Bidder and so on, if the Lottery is unable to reach an agreement on Contract terms with the higher scoring Bidder(s).

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SECTION 8 – Terms and Conditions Related to the RFP Process

A. RFP Addendum

The Lottery reserves the right to amend this RFP at its discretion, prior to the Proposal submission deadline. In the event of an addendum/addenda to this RFP, the Lottery, at its sole discretion, may extend the Proposal submission deadline, as it deems appropriate.

B. Non-Collusion

The Bidder's signature on a Proposal submitted in response to this RFP guarantees that the prices, terms and conditions, and Work quoted have been established without collusion with other Bidders and without effort to preclude the Lottery from obtaining the best possible competitive Proposal.

C. Property of the Lottery

All material received in response to this RFP shall become the property of the State and will not be returned to the Bidder. Upon Contract award, the State reserves the right to use any information presented in any Proposal.

D. Confidentiality of a Proposal

Unless necessary for the approval of a Contract, the substance of a Proposal must remain confidential until the Effective Date of any Contract resulting from this RFP. A Bidder's disclosure or distribution of Proposals other than to the Lottery will be grounds for disqualification.

E. Public Disclosure

Pursuant to RSA 21-G:37, all responses to this RFP shall be considered confidential until the award of a Contract. At the time of receipt of Proposals, the Lottery will post the number of responses received with no further information. No later than five (5) business days prior to submission of a Contract to the Governor & Executive Council pursuant to this RFP, the Lottery will post the name and rank or score of each Bidder. In the event that the Contract does not require Governor & Executive Council approval, the Lottery shall disclose the rank or score of the Proposals at least 5 business days before final approval of the Contract.

The content of each Bidder's Proposal shall become public information upon the award of any resulting Contract. Any information submitted as part of a response to this Request for Proposal (RFP) may be subject to public disclosure under RSA 91-A. In addition, in accordance with RSA 9-F:1, any Contract entered into as a result of this RFP will be made accessible to the public online via the website Transparent NH (<http://www.nh.gov/transparentnh/>). Accordingly, business financial information and proprietary information such as trade secrets, business and financials models and forecasts, and proprietary formulas may be exempt from public disclosure under RSA 91-A:5, IV.

If you believe any information being submitted in response to this Request for Proposal, Bid or Information shall be kept confidential as financial or proprietary information; you must specifically identify that information in a letter to the Lottery, and must mark/stamp each page of the materials that you claim must be exempt from disclosure as "CONFIDENTIAL". A designation by the Bidder of information it believes exempt does not have the effect of making such information exempt. The Lottery will determine the information it believes is properly exempted from disclosure.

Marking of the entire Proposal or entire sections of the Proposal (e.g., pricing) as confidential will neither be accepted nor honored. Notwithstanding any provision of this RFP to the contrary, Bidder pricing will be subject to disclosure upon

approval of the Contract. The Lottery will endeavor to maintain the confidentiality of portions of the Proposal that are clearly and properly marked confidential.

If a request is made to the Lottery to view portions of a Proposal that the Bidder has properly and clearly marked confidential, the Lottery will notify the Bidder of the request and of the date the Lottery plans to release the records. By submitting a Proposal, Bidders agree that unless the Bidder obtains a court order, at its sole expense, enjoining the release of the requested information, the Lottery may release the requested information on the date specified in the Lottery's notice without any liability to the Bidders.

F. Non-Commitment

Notwithstanding any other provision of this RFP, this RFP does not commit the Lottery to award a Contract. The Lottery reserves the right, at its sole discretion, to reject any and all Proposals, or any portions thereof, at any time; to cancel this RFP; and to solicit new Proposals under a new acquisition process.

G. Proposal Preparation Cost

By submitting a Proposal, a Bidder agrees that in no event shall the Lottery be either responsible for or held liable for any costs incurred by a Bidder in the preparation of or in connection with the Proposal, or for Work performed prior to the Effective Date of a resulting Contract.

H. Ethical Requirements

From the time this RFP is published until a contract is awarded, no Bidder shall offer or give, directly or indirectly, any gift, expense reimbursement, or honorarium, as defined by RSA 15-B, to any elected official, public official, public employee, constitutional official, or family member of any such official or employee who will or has selected, evaluated, or awarded an RFP, or similar submission. Any Bidder that violates RSA 21-G:38 shall be subject to prosecution for an offense under RSA 640:2. Any Bidder who has been convicted of an offense based on conduct in violation of this section, which has not been annulled, or who is subject to a pending criminal charge for such an offense, shall be disqualified from bidding on the RFP, or similar request for submission and every such Bidder shall be disqualified from bidding on any RFP or similar request for submission issued by any state agency. A Bidder that was disqualified under this section because of a pending criminal charge which is subsequently dismissed, results in an acquittal, or is annulled, may notify the department of administrative services, which shall note that information on the list maintained on the State's internal intranet system, except in the case of annulment, the information, shall be deleted from the list.

I. Challenges on Form or Process of the RFP

Any challenges regarding the validity or legality of the form and procedures of this RFP, including but not limited to the evaluation and scoring of Proposals, shall be brought to the attention of the Lottery at least ten (10) business days prior to the Proposal Submission Deadline. By submitting a Proposal, the Bidder is deemed to have waived any challenges to the form or procedures set forth in this RFP.

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SECTION 9 – Contract Terms and Award

A. Award

If the State decides to award a Contract as a result of this RFP process, any award is contingent upon approval of the Contract by the Governor and Executive Council of the State of New Hampshire and upon continued appropriation of funding for the Contract.

B. Standard Contract Terms

The Lottery will require the successful Bidder to execute a Contract using the Standard Terms and Conditions of the State of New Hampshire which is attached as Exhibit A.

The Term of the Contract will be for seven (7) years from July 1, 2025. The Contract term may be extended by an additional two (2) terms of three (3) years each at the sole option of the State, subject to the parties' prior written agreement on terms and applicable fees for each extended term, contingent upon satisfactory vendor performance, continued funding and Governor and Executive Council approval.

The Lottery may consider modifications of this form during negotiations. To the extent that a Bidder believes that exceptions to the standard form contract will be necessary for the Bidder to enter into the Agreement, the Bidder shall note those issues during the Bidder Inquiry Period. The Lottery will review requested exceptions and accept, reject or note that it is open to negotiation of the proposed exception at its sole discretion. If the Lottery accepts a Bidder's exception the Lottery will, at the conclusion of the inquiry period, provide notice to all potential Bidders of the exceptions which have been accepted and indicate that exception is available to all potential Bidders. Any exceptions to the standard form contract that are not raised during the Bidder inquiry period are waived. In no event is a Bidder to submit its own standard contract terms and conditions as a replacement for the State's terms in response to this solicitation.

Exhibit A: Standard Terms and Conditions

Section 1 - General Provisions

12. P-37 Document

FORM NUMBER P-37 (version 12/11/2019)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name		1.2 State Agency Address	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Contractor Phone Number	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation
1.9 Contracting Officer for State Agency		1.10 State Agency Telephone Number	
1.11 Contractor Signature <div style="text-align: right;">Date:</div>		1.12 Name and Title of Contractor Signatory	
1.13 State Agency Signature <div style="text-align: right;">Date:</div>		1.14 Name and Title of State Agency Signatory	
1.15 Approval by the N.H. Department of Administration, Division of Personnel <i>(if applicable)</i> By: Director, On:			
1.16 Approval by the Attorney General (Form, Substance and Execution) <i>(if applicable)</i> By: On:			
1.17 Approval by the Governor and Executive Council <i>(if applicable)</i> G&C Item number: G&C Meeting Date:			

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early

termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission

of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

INTRODUCTION

This Contract is by and between the State of New Hampshire, acting through the New Hampshire Lottery Commission ("State" or "NHLC"), and Full Contractor Name a State Name Type of business formation ("Contractor"), having its principal place of business at Business Address, City, State, Zip.

1. CONTRACT ELEMENTS

This Agreement consists of the following, which are incorporated by reference and which together with any and all amendments hereto, is hereafter referred to as the "Agreement":

- a. The State of New Hampshire P-37 Terms and Conditions with Appendices;
- b. This RFP and all amendments thereto; and
- c. The contractor's proposal.

In the event of a conflict in language between any of the above-mentioned documents, the language of the State of New Hampshire P-37 Terms and Conditions with Appendices shall govern over all other documents and the language of the RFP and RFP Amendments shall govern over the contractor's proposal.

2. EXTENSION IN CASE OF EMERGENCY

Notwithstanding the contract term set forth in this Agreement, NHLC reserves the right to reactivate or further extend the initial contract, or any extension thereof, at the rates and upon the terms and conditions then in effect on thirty (30) days' notice for a one (1) year period.

3. TIMING OF WORK

Contractor shall commence work upon issuance of a Notice to Proceed by the State. Time is of the essence in the performance of Contractor's obligation under the contract.

4. WORK HOURS

Unless otherwise agreed to by the State, the Contractor's project management personnel shall work a minimum of forty (40) hour weeks between the hours of 8:00 a.m. and 5:00 p.m., (Eastern Time), excluding State of New Hampshire holidays. This management requirement does not alleviate the need for Contractor to operate 24/7/365 and to provide coverage for hours when project management staff are not available.

5. PRIME CONTRACTOR RESPONSIBILITIES

The Contractor may have subcontractors; however, the Contractor must accept full responsibility for and will be liable to the NHLC for subcontractor's performance. The NHLC will consider the Contractor to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the contract.

6. CHANGE OF OWNERSHIP

In the event that Contractor changes more than 50% of ownership for any reason whatsoever that results in a change of control of the Contractor, the State shall have the option of:

- a. continuing under the Agreement with Contractor, its successors or assigns for the full remaining term of the Agreement;
- b. continuing under the Agreement with Contractor, its successors or assigns for such period of time as determined necessary by the State; or
- c. immediately terminate the Agreement without liability to or further compensation owed to Contractor, its successors or assigns.

7. TERMINATION FOR DEFAULT

The Parties agree that Part I, Section 8 of the Agreement is deleted and replaced as follows:

Any one or more of the following acts or omissions of the Contractor may, at the sole discretion of the State, constitute an event of default hereunder ("Event of Default")

- a. Failure to perform the Services satisfactorily or on schedule;
- b. Failure to perform the Services in a lawful manner;
- c. Failure to submit any report required; and/or
- d. Failure to perform any other covenant, term or condition of the Contract.

Remedies upon Default

Upon the occurrence of any Event of Default, the State may take any one or more, or all, of the following actions:

- e. The State shall provide Contractor written notice of default and require it to be remedied within a reasonable period of time. ("Cure Period"). If Contractor fails to cure the default within the Cure Period, the State may terminate the Contract with a written notice of termination and/or treat the Contract as breached and pursue its remedies at law or in equity or both.
- f. Give Contractor a written notice specifying the Event of Default and suspending all payments to be made under the Agreement and ordering that the portion of the Contract price which would otherwise accrue to Contractor during the period from the date of such notice until such time as the State determines that Contractor has cured the Event of Default shall never be paid to Contractor.
- g. Set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default;
- h. Procure Services that are the subject of the Contract from another source and Contractor shall be liable for reimbursing the State for the replacement Services, and all administrative costs directly related to the replacement of the Contract and procuring the Services from another source, such as costs of competitive bidding, mailing, advertising, applicable fees, charges or penalties, and staff time costs; all of which shall be subject to the limitations of liability set forth in the Contract.

State Default

The Contractor shall provide the State with written notice of default, and the State shall cure the default within thirty (30) days.

Termination for Convenience

The State may, at its sole discretion, terminate the Contract for convenience, in whole or in part, by thirty (30) days written notice to Contractor. In the event of a termination for convenience, the State shall pay Contractor the agreed upon price, if separately stated in this Contract, for Deliverables for which Acceptance has been given by the State. Amounts for Services or Deliverables provided prior to the date of termination for which no separate price is stated under the Contract shall be paid, in whole or in part, generally in accordance with the Price and Payment Schedule defined of the Contract. During the thirty (30) day period, Contractor shall wind down and cease Services as quickly and efficiently as reasonably possible, without performing unnecessary Services or activities and by minimizing negative effects on the State from such winding down and cessation of Services. The State will be responsible only for reasonable costs to the Contractor in winding down Services under this provision.

Termination for Conflict of Interest

The State may terminate the Contract with 15 days written notice if it determines that a conflict of interest exists, including but not limited to, a violation by any of the parties hereto of applicable laws regarding ethics in public acquisitions and procurement and performance of Contracts. In such case, the State shall be liable for cost of all services provided through the date of termination but will not be liable for any costs for incomplete Services or winding down the contract activities.

Termination Procedure

Upon termination of the Contract, the State, in addition to any other rights provided in the Contract, may require Contractor to deliver to the State any property, including without limitation, Software and Written Deliverables, for such part of the Contract as has been terminated. After receipt of a notice of termination, and except as otherwise directed by the State, Contractor shall:

- a. Stop work under the Contract on the date, and to the extent specified, in the notice;
- b. Promptly, but in no event longer than ten (10) days after termination, terminate its orders and subcontracts related to the work which has been terminated and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent required, which approval or ratification shall be final for the purpose of this Section;
- c. Take such action as the State directs, or as necessary to preserve and protect the property related to the Contract which is in the possession of Contractor and in which the State has an interest;
- d. Transfer title to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is required to be furnished to the State and which has been accepted or requested by the State;
- e. Provide written Certification to the State that Contractor has surrendered to the State all said property.

Transition Services upon Termination

If an awarded contract is not renewed, or is terminated prior to the completion of a project, or if the work on a project is terminated, for any reason, the Contractor shall provide, for a period up to ninety (90) days after the expiration or termination of this project or contract, all reasonable transition assistance requested by the State at no additional cost, to allow for the expired or terminated portion of the services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to the State or its designees ("transition services").

8. ACCOUNTING RECORDS

The Contractor is required to maintain its books, records and all other evidence pertaining to the contract in accordance with generally accepted accounting principles and other procedures specified by the NHLC. These records will be available to the NHLC, its internal auditors or external auditors (and other designees) and the New Hampshire Office of Legislative Budget Assistant at all times during the contract period and any extension thereof, and for five (5) full years from the expiration date and/or final payment on the contract or extension thereof, whichever is later.

9. AUTHORITY OF THE NHLC

On all questions concerning the interpretation of specifications, the acceptability and quality of work performed, the execution of the work, the assessment of liquidated damages, and the determination of payment due or to become due, the decision of the NHLC shall be final and binding.

10. COOPERATION OF THE PARTIES

Contractor and NHLC agree to cooperate fully, to work in good faith and to mutually assist each other in the performance of the Contract. In this connection, the parties will meet to resolve problems associated with the Contract. Neither party will unreasonably withhold its approval of any act or request of the other to which its approval is necessary or desirable.

11. GOVERNING LAW, VENUE AND JURISDICTION

As set forth in Part I, Section 19, this agreement shall be construed in accordance with the laws of the State of New Hampshire. Any action on this Agreement may only be brought in the State of New Hampshire in accordance with the dispute resolution procedures of this Agreement set forth herein. The Parties agree to venue in Merrimack County Superior Court.

12. FORCE MAJEURE

Neither Contractor nor the State shall be responsible for delays or failures in performance resulting from events beyond the control of such party and without fault or negligence of such party. Such events shall include, but not be limited to, acts of God, strikes, lock outs, riots, and acts of War, epidemics, acts of Government, fire, power failures, nuclear accidents, earthquakes, and unusually severe weather.

13. INDEMNIFICATION FROM INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS

Contractor shall indemnify, defend and hold harmless the NHLC, State of New Hampshire, its officers and employees from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties) incurred in connection with any action or proceeding threatened or brought against the State to the extent that such action or proceeding is based on a claim that any piece of equipment, software, commodity or service supplied by the Contractor or its subcontractors, or the operation of such equipment, software, commodity or service, or the use or reproduction of any documentation provided with such equipment, software, commodity or service infringes any United States or foreign patent, copyright, trade secret or other proprietary right of any person or entity, which right is enforceable under the laws of the United States.

The NHLC shall observe all existing federal and state copyrights and trademarks; however, the NHLC reserves the right to select game designs that have been, in whole or in part, originated by the NHLC, originated by another lottery, originated by the contractor, or originated by another contractor.

The Contractor shall indemnify all e-Instant games, regardless of which party designed the game. For all e-Instant games by the Contractor, a thorough search of potential trademark and related infringements, as detailed above, is necessary. Documentation supporting a thorough search for each game title must be submitted to the Lottery at least two weeks prior to game launch.

14. INSURANCES

In addition to the policies required under Part I Section 14 and 15, the Contractor shall purchase and maintain the following policies of insurance for claims which may arise out of or result from the Contractor's operations under the contract, whether such operations be by the Contractor or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- a. Errors and Omissions Insurance with limits of not less than \$2,000,000 per claim, to be in force and effect at all times, which will indemnify the Contractor and the State for direct loss which may be incurred due to any error caused by the Contractor, its officers, employees, agents, subcontractors or assigns regardless of negligence. The State shall be named as an additional insured on this policy;
- b. Cyber Liability Insurance with limits of not less than \$2,000,000 per claim, to be in force and effect at all times, which will indemnify the Contractor and the State for financial losses that occur as a result of data breaches or other cyber related events. The State shall be named as an additional insured on this policy;
- c. A Fidelity Bond in the amount of one million dollars (\$1,000,000) covering any loss to the State due to any fraudulent or dishonest act on the part of the Contractor's officers, employees, agents or subcontractors. If the Contractor utilizes agents and subcontractors who are not covered by the Fidelity Bond, it is the responsibility of the Contractor to ensure those agents and subcontractors maintain coverage of the same. If the agents or subcontractors are found guilty of fraudulent or dishonest acts regarding the terms of this contract and they do not have Fidelity Bond coverage, the Contractor will be held liable to cover any loss associated with incident to the State of New Hampshire.

Certificates of insurance must be furnished to the Lottery on date of contract execution.

15. BUSINESS CONTINUITY AND DISASTER RECOVERY PLAN

Contractor must provide the State with their proposed Business Continuity and Disaster Recovery Plan to be used in the event that the Contractor's primary place of business is rendered inoperable due to acts of terrorism, forces of nature or other unforeseen events.

16. RECORD RETENTION

Contractor and its Subcontractors shall maintain all project records including but not limited to books, records, documents, and other evidence of accounting procedures and practices, which properly and sufficiently reflect all direct and indirect costs invoiced in the performance of their respective obligations under the Contract. Contractor and its Subcontractors shall retain all such records for three (3) years following termination of the Contract, including any extensions. Records relating to any litigation matters regarding the Contract shall be kept for one (1) year following the termination of all litigation, including the termination of all appeals or the expiration of the appeal period.

Upon prior notice and subject to reasonable time frames, all such records shall be subject to inspection, examination, audit and copying by personnel so authorized by the State and federal officials so authorized by law, rule, regulation or Contract, as applicable. Access to these items shall be provided within Merrimack County of the State of New Hampshire, unless otherwise agreed by the State. Delivery of and access to such records shall be at no cost to the State during the three (3) year period following termination of the Contract and one (1) year term following litigation relating to the Contract, including all appeals or the expiration of the appeal period. Contractor shall include the record retention and review requirements of this section in any of its subcontracts.

The State agrees that books, records, documents, and other evidence of accounting procedures and practices related to Contractor's cost structure and profit factors shall be excluded from the State's review unless the

cost of any other Services or Deliverables provided under the Contract is calculated or derived from the cost structure or profit factors.

17. TAXES, FEES AND ASSESSMENTS

Contractor shall pay all taxes, fees and assessments, however designated, levied or based. The State of New Hampshire is exempt from State and local sales and use taxes on the services provided pursuant to this contract.

18. NEWS RELEASES

News releases pertaining to this RFP or the services, study, data, or project to which it relates cannot not be made public without prior written NHLC approval, and then only in accordance with the explicit written instructions from the NHLC. No results of the program are to be released without prior approval of the NHLC and then only to persons designated.

19. ADVERTISING

Contractor agrees not to use the NHLC name, logos, images, nor any data or results arising from this procurement without prior written approval by the NHLC.

20. NHLC APPROVAL OF STAFFING

The NHLC reserves the right to disapprove of any employee of the Contractor who is assigned to the NHLC contract, either at contract inception or during the term. Staffing levels and locations, and any modifications must be approved by the NHLC.

Background Checks

The State may require, and, at its sole expense, conduct reference and background screening of the Contractor's Contract Manager, Project Manager and Key Project Staff. The State shall maintain the confidentiality of background screening results in accordance with the Contract Agreement.

21. COMPENSATION DURING CONTRACT

The submitted invoices will be confirmed by the NHLC based on management and accounting reports. Confirmed invoices will be paid within thirty (30) days of receipt. All invoices for a fiscal year must be provided to the NHLC before the end of that fiscal year so year-end inventory and reconciling can be accurate.

The State fiscal year is July 1st through June 30th. Payments to the Contractor from the NHLC in any given fiscal year are contingent upon enactment of legislation.

22. TRAVEL EXPENSES

Contractor must assume all reasonable travel and related expenses incurred by Contractor in performance of its obligations under this Agreement. All labor rates in this Agreement will be considered "fully loaded", including, but not limited to meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses.

23. SHIPPING FEES

The State will not pay for any shipping or delivery fees unless specifically itemized in this Agreement.

24. TICKET PURCHASE AND PRIZE PAYMENT RESTRICTIONS

No Contractor, subcontractor or related entity, or officer, director, partner, employee, or owner of the Contractor or of any current subcontractor or related entity, and no spouse, child, brother, sister, or parent

residing in the household in the principal place of abode of any such individual shall purchase a New Hampshire Lottery ticket or be paid a prize in any New Hampshire Lottery game. The Contractor shall ensure that this requirement is made known to each affected individual.

25. CONTRACTOR ETHICS AND INTEGRITY

The Contractor is obligated to meet high standards for ethics and integrity under this Contract:

- a. The Contractor and employees shall not offer or give any gift, gratuity, favor, entertainment, loan, or any other thing of material monetary value to any NHLC employee.
- b. The Contractor and employees of the Contractor shall not disclose any business sensitive or confidential information gained by virtue of this Contract to any party without the consent of the Executive Director of the NHLC.
- c. The Contractor and employees shall take no action in the performance of this Contract to create an unfair, unethical, or illegal competitive advantage for itself or others.

For violation of the above provisions, the NHLC may terminate the contract, receive restitution from the Contractor, debar the Contractor, or take any other appropriate action against the Contractor.

26. CONFIDENTIALITY REQUIREMENTS

State Confidential Information

In performing its obligations under this Agreement, Contractor may gain access to information of the State, including State Confidential Information. "State Confidential Information" shall include, but not be limited to, information exempted from public disclosure under New Hampshire RSA Chapter 91-A: *Access to Public Records and Meetings* (see e.g., RSA Chapter 91-A: 5 *Exemptions*). *Confidential Information also includes any and all information owned or managed by the State of New Hampshire - created, received from or on behalf of any Agency of the State or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes but is not limited to Protected Health Information (PHI), Personally Identifiable Information (PII), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.* Contractor shall not use the State Confidential Information developed or obtained during the performance of, or acquired, or developed by reason of the Agreement, except as directly connected to and necessary for the performance of the Agreement. Contractor shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively "release"), all State Confidential Information.

Subject to applicable federal or State laws and regulations, Confidential Information shall not include information which:

- a. shall have otherwise become publicly available other than as a result of disclosure by the receiving party in breach hereof;
- b. was disclosed to the receiving party on a non-confidential basis from a source other than the disclosing party, which the receiving party believes is not prohibited from disclosing such information as a result of an obligation in favor of the disclosing party;
- c. is developed by the receiving party independently of, or was known by the receiving party prior to, any disclosure of such information made by the disclosing party; or
- d. is disclosed with the written consent of the disclosing party.

A receiving party also may disclose Confidential Information to the extent required by an order of a court of competent jurisdiction. Any disclosure of the State Confidential Information shall require the prior written approval of the State. Contractor shall immediately notify the State if any request, subpoena or other legal

process is served upon Contractor regarding the State Confidential Information, and Contractor shall cooperate with the State in any effort the State undertakes to contest the request, subpoena or other legal process, at no additional cost to the State.

In the event of the unauthorized release of State Confidential Information, Contractor shall immediately notify the State, and the State may immediately be entitled to pursue any remedy at law and in equity, including, but not limited to, injunctive relief.

Contractor Confidential Information

Contractor shall clearly identify in writing all information it claims to be confidential or proprietary upon providing such information to the State. For the purposes of complying with its legal obligations, the State is under no obligation to accept the Contractor's designation of material as confidential. Contractor acknowledges that the State is subject to State and federal laws governing disclosure of information including, but not limited to, RSA Chapter 91-A. The State shall maintain the confidentiality of the identified Contractor Confidential Information insofar as it is consistent with applicable State and federal laws or regulations. In the event the State receives a request for the information identified by Contractor as confidential, the State shall notify Contractor and specify the date the State will be releasing the requested information. At the request of the State, Contractor shall cooperate and assist the State with the collection and review of Contractor's information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be Contractor's sole responsibility and at Contractor's sole expense. If Contractor fails to obtain a court order enjoining the disclosure, the State shall release the information on the date specified in the State's notice to Contractor, without any liability to the State.

Survival

All of the terms in Contract Warranties and Representations of this Agreement shall survive the termination or expiration of the Agreement.

27. CONTRACT WARRANTIES & REPRESENTATIONS

System

The Contractor warrants that any Systems provided under this Agreement will operate to conform to the Specifications, terms, and requirements of this Agreement.

Software

The Contractor warrants that any Software provided as part of this Agreement, including but not limited to the individual modules or functions furnished under the Contract, is properly functioning within the System, compliant with the requirements of the Contract, and will operate in accordance with the Specifications and Terms of the Contract.

Compatibility

Contractor warrants that all System components, including but not limited to the components provided, including any replacement or upgraded System Software components provided by Contractor to correct Deficiencies or as an Enhancement, shall operate with the rest of the System without loss of any functionality.

Services

Contractor warrants that all Services to be provided under this Agreement will be provided expediently, in a professional manner, in accordance with industry standards and that Services will comply with performance standards, Specifications, and terms of the Contract.

Service Level Agreements and Liquidated Damages

Contractor agrees that it will meet service levels as set forth below. The State may assess liquidated damages in the amount specified for each material failure to meet an agreed upon service level. The Parties agree that it will be extremely impractical and difficult to determine actual damages as a result of any material deviation from the service level agreements. Liquidated damages are not intended as a penalty. It is expressly agreed that the waiver of any liquidated damages due to the State shall constitute a waiver only as to such liquidated damages and not a waiver of any future liquidated damages. Failure to demand payment of liquidated damages within any period of time shall not constitute a waiver of such claim by the State.

A. Conditions for Assessment of Liquidated Damages

Installation/Conversion

Milestone 1 – The Vendor will meet the readiness for Lottery User Acceptance Testing milestone eighty-five (85) calendar days prior to the Contract-agreed production start-up date. Readiness for UAT includes but is not limited to all specification approval, successful QA, and test scripts provided. The Lottery may impose Liquidated Damages of \$2,500 for each day of delay.

Milestone 2 – The Vendor will pass the Lottery User Acceptance Testing Approval milestone ten (10) business days prior to the Contract-agreed production start-up date. The Lottery may impose Liquidated Damages of \$5,000 for each day of delay, if such delay is caused by unresolved errors and issues encountered in the Lottery User Acceptance Testing.

Milestone 3 – The Vendor will meet the Scheduled Implementation milestone beginning with the Contract-agreed production start-up date. The Lottery may impose Liquidated Damages of \$10,000.00 for each day of delay.

Milestone 4 – After start-up there will be a period of hyper care where all issues are tracked and swiftly resolved. The Lottery may impose Liquidated Damages of \$500.00 for each day of delay for each Deliverable that the Vendor fails to deliver in accordance with the mitigation schedule or for each day of delay for requirements set forth in the Contract.

Timely and Accurate Reports and Files

a. Conditions

The Contractor fails to provide timely, sufficient, and accurate system and/or report files within the specified time frames and descriptions in the contract. Rendering of processed files may take shape in the form of an email, SMS message, web page display, or other communications initiated from Vendor-provided technology and services.

b. Damages

For each late, insufficient, or inaccurate computer file required by this contract, the Executive Director of the NHLC may impose liquidated damages in the amount up to \$1,000 per day per file, until the required accurate file is provided to the NHLC.

Warranty on Active Player Sessions

a. Condition

Player's session times out without player prompting, and is not due to player issue of Operating System, Wi-Fi, browser or otherwise.

- b. Damages
Damages of \$1,000 per instance will be assessed for session time-outs not due to any player technical issue.

System Integration over Term of Contract

- a. Condition
Vendor shall complete all installation preparations as required, complete system testing to the Lottery's satisfaction, pass Lottery acceptance testing, comply with all other contractual requirements in effect during the contract period, and achieve readiness for production operations of new approved integrations.
- b. Damages
Damages of \$1,000 per day may be assessed per instance of non-readiness in UAT and/or Production for system integration.

Failure to Provide Software/Game Testing and Quality Software/Game Turnover

- a. Condition
Vendor fails to provide a quality assurance test plan or a report on the quality assurance test, or fails to provide quality tested software or e-Instant in accordance with game or release documents, liquidated damages may be assessed.
- b. Damages
If the Vendor fails to provide fully tested software or games and is turned over for user acceptance testing and it does not meet standards or game specifications, the Vendor may be charged liquidated damages of \$1,000 for the first violation and increment \$2,500 for each subsequent violation for the same software or game.

Unauthorized Software and/or Hardware Modifications

- a. Condition
Vendors shall not modify any software or hardware without the prior written approval from the appropriate parties at the Lottery in UAT or Production.
- b. Damages
If the Vendor modifies any software or hardware without the prior written approval from the appropriate parties at the Lottery, the Lottery may issue a written order that the change or modification be removed, and the System restored to its previous operating state at the Vendor's expense. "Modification" does not include replacement of component with an essentially similar working component in the event of necessary maintenance.

System Availability

- a. Condition
Contractor shall ensure that the Contractor's Online Platform is Available, as measured over the course of each calendar month during the Term (each such calendar month, a "Service Period"), at least 99.5% of the time, excluding only the time the iLottery platform is not Available solely as a result of one or more Exceptions (the "Availability Requirement"). "Available" means the iLottery platform is available and operates for access and use by the Lottery and its players over the internet in material conformity with the Contractor's normal functionality.

No period of iLottery platform degradation or inoperability will be included in calculating Availability to the extent that such downtime or degradation is due to any of the following ("Exceptions"):

- a. Failures of the Lottery's, or any individual player's, internet connectivity;
- b. Internet or other network traffic problems other than problems arising in or from networks actually or required to be provided or controlled by the Contractor or its Subcontractors;
- c. The Lottery's or any individual player's failure to meet any minimum hardware or software requirements set forth in the iLottery Platform Functional Specifications;
- d. Scheduled or emergency maintenance;
- e. Downtime tied to the modification requests of Lottery or due to compliance with legal process.

b. Damages

If the iLottery platform fails in any respect to meet or exceed the Availability Requirement in any month, such failure shall be subject to Liquidated Damages in the following amounts:

- (a) If the iLottery platform is not Available 99.5% of the time but is available more than 99.0% of the time, then in addition to any other remedies available under this Agreement or applicable Law, the Lottery shall be entitled to a credit in the amount of \$15,000 each month this service level is not satisfied;
- (b) If the iLottery platform is not available more than 99.0% of the time, then in addition to any other remedies available under this Contract or applicable Law, the Lottery shall be entitled to a credit in the amount of \$30,000 each month this service level is not satisfied.

If the actual Availability of the iLottery platform is less than the Availability Requirement in three consecutive months, then, in addition to all other remedies available to the Lottery, the Lottery may terminate this Agreement on written notice to the Contractor.

System Downtime

Condition

Contractor shall ensure that the Contractor's Online Platform is Available, as measured over the course of each calendar month during the Term (each such calendar month, a "Service Period"), at least 99.5% of the time, excluding only the time the iLottery platform is not Available solely as a result of one or more Exceptions (the "Availability Requirement"). "Available" means the iLottery platform is available and operates for access and use by the Lottery and its players over the internet in material conformity with the Contractor's normal functionality.

Damages

The Lottery may impose Liquidated Damages in an amount equivalent to the average total net gaming revenue for the previous 30 days prior to the Downtime for each one hour of System Downtime, or fraction thereof, which is greater than three minutes in duration during the operational hours for iLottery sales on any day. The total time during which the System is Down during the day will be calculated as the sum of all time during such daily operational sales period when System is Down. For example, three, ten-minute long instances of Down time in one day constitute thirty minutes of daily down time. To address chronic problems, in the event that two Downtime events of any length have already occurred in a Business Week, the grace period of three minutes should be rescinded, and

Liquidated Damages should begin immediately with any subsequent outage in that Business Week.

System Degraded Performance

Condition

No period of iLottery platform degradation or inoperability will be included in calculating Availability to the extent that such downtime or degradation is due to any of the following ("Exceptions"):

- Failures of the Lottery's, or any individual player's, internet connectivity;
- Internet or other network traffic problems other than problems arising in or from networks actually or required to be provided or controlled by the Contractor or its Subcontractors; or
- The Lottery's or any individual player's failure to meet any minimum hardware or software requirements set forth in the iLottery Platform Functional Specifications;
- Scheduled or emergency maintenance;
- Downtime tied to the modification requests of Lottery or due to compliance with legal process.

If any of the Vendor's server processes continually reach 95% capacity for more than ten minutes, then the Vendor should take immediate corrective action with respect to those processes and equipment under the Vendor's control. For equipment and software outside of the Vendor's control, the Vendor should contact the Lottery within thirty minutes to take the necessary corrective action. For the purposes herein, "control" means the ability to direct or influence the related operations, directly or indirectly, by virtue of contract, ownership of voting shares, or otherwise.

b. Damages

If the iLottery platform fails in any respect to meet or exceed the Availability Requirement in any month, such failure shall be subject to Liquidated Damages in the following amounts:

- If the iLottery platform is not Available 99.5% of the time but is available more than 99.0% of the time, then in addition to any other remedies available under this Agreement or applicable Law, the Lottery shall be entitled to a credit in the amount of \$15,000 each month this service level is not satisfied;
- If the iLottery platform is not available more than 99.0% of the time, then in addition to any other remedies available under this Contract or applicable Law, the Lottery shall be entitled to a credit in the amount of \$30,000 each month this service level is not satisfied.
- If the actual Availability of the iLottery platform is less than the Availability Requirement in three consecutive months, then, in addition to all other remedies available to the Lottery, the Lottery may terminate this Agreement on written notice to the Contractor.

Software Release Documentation

a. Condition

Vendor fails to provide timely and accurate specification as well as test scripts for all enhancements, including how third-party integrations perform within the system.

b. Damages

If the Vendor fails to provide timely and accurate specifications and/or test scripts, the Vendor may be charged liquidated damages of \$1,000 for the first violation and \$2,500 for each subsequent violation.

Software Release Schedule Adherence

a. Condition

Vendor fails to provide the number of releases as agreed to, liquidated damages may be assessed.

b. Damages

If the Vendor fails to provide the agreed upon number of releases in a fiscal year, the Vendor may be charged liquidated damages of \$1,000 for the first violation and \$2,500 for each subsequent violation for the same software or game.

Roadmap Guarantee Adherence

Condition

Vendor fails to provide the number of hours and enhancements as agreed to, liquidated damages may be assessed.

b. Damages

If the Vendor fails to provide the agreed upon number of hours in a fiscal year, or provide the enhancements as agreed to, the Vendor may be charged liquidated damages of \$1,000 for the first violation and \$2,500 for each subsequent violation, in addition to the hours rolling to the subsequent fiscal year.

Warranty on Viewing Previous Wagers

a. Condition

Player clicks "view" in their history but is unable to view a dynamic replay of wagers on any one platform.

b. Damages

Damages of \$1,000 per instance may be assessed for non-viewable previously played wagers on any platform.

Warranty on e-Instant Payout

a. Condition

The total payout of an e-Instant varies from what the Lottery standard is for each game, as documented in the game working papers.

b. Damages

Damages in the amount of up to 5% of the total bets for said game, as determined by the Lottery, will be assessed.

Warranty on e-Instant Launch

- a. Condition
The e-Instant game is unable to launch on designated day and time due to failure of Vendor-technical or otherwise.
- b. Damages
Damages in the amount of \$5,000 per day will be assessed.

Warranty on Customer Service Center

- a. Condition
Vendor fails to meet the service levels identified and agreed to by both parties, including, but not limited to outages, hold times, response times and other service levels.
- b. Damages
Damages in the amount of up \$2,000 per service level not met may be assessed. Chronic problems, defined as issues that occur more than three times in any thirty-day period or those lasting longer than 8 hours, may be assessed additional damages up to \$10,000 per chronic failure.

Failure to Provide Verified New Employee Information

- a. Condition
Vendor fails to provide the Lottery with any required employee documentation for completion of background and security checks prior to employment on the Contract.
- b. Damages
If an employee is placed in service on the Contract before the employee has been approved by the Lottery, the Lottery may impose Liquidated Damages of two hundred dollars \$200.00 for each violation.

Failure to Comply with Multi-Jurisdictional Standards

- a. Condition
Vendor fails to comply with any required Lottery and/or multi-jurisdictional standards.
- b. Damages
If the Vendor fails to comply with any required Lottery or multi-jurisdictional association standard within sixty calendar days following notification by the Lottery to the Vendor of any changes to such standards, the Lottery may impose Liquidated Damages of \$5,000.00 for each instance of non-compliance. In addition, the Lottery may impose an additional five thousand dollars \$5,000.00 for each subsequent 7-day period, or portion thereof, for each instance for which compliance has not been achieved.

Unauthorized Access

- a. Condition
Vendors shall preclude personnel not authorized by the Lottery from accessing the NHLC servers or facilities, computer systems and software and any gaming data.
- b. Damages
If the Vendor fails to preclude access by unauthorized personnel, the Lottery may impose liquidated damages up to \$5,000 for each person and for each incident in violation. Each and every act that permits access by an unauthorized person is an incident.

Failure to Report Incidents

For the purposes of this section the term "Incident" shall mean the event during which Contractor failed to meet the service level agreement. Damages will be assessed based on the numbers of events themselves, not the number of individual times an individual or group experienced a failure during the event.

a. **Condition**

It will be the responsibility of the Vendor to immediately report all significant incidents related to the operation of the System. The immediate reporting shall be delivered personally or by telephone within one (1) hour of the discovery of the incident, followed by an email addressed to the Lottery Executive Director within 24 hours of the incident. All written reports and notifications may be sent by email directly to the Lottery Executive Director or designee. At a minimum, each of the following types of events require a written report:

- i. Data breach
- ii. Security violations
- iii. System failure or outage
- iv. RGS failure
- v. API or data transmission failure
- vi. Draw game failure including out of balance conditions
- vii. E-Instant failure
- viii. Emergency software or hardware changes
- ix. Failure to issue release on specified date
- x. Significant operator errors including CSC, CRM, and Draw systems
- xi. Other condition as defined by a memorandum of understanding
- xii. Any issue or situation that may cause damage to the integrity, reputation, or public image of the NHLC.

b. **Damages**

In the event the Vendor fails to report incidents as defined above, the Lottery may impose liquidated damages up to \$1,000 per day per incident (or fraction thereof) until an incident is correctly reported.

Failure to Remedy Audit Recommendations

a. **Condition**

Vendor fails to address recommendations made as a result of a system or operational audit by a recognized authority, and concurred with by the New Hampshire Lottery, such as the Multi-State Lottery Association, the State of New Hampshire or Lottery approved auditors.

b. **Damages**

In the event audit recommendations addressing any of the Vendor's operation or system activities are not corrected within 60 days of notification, unless specifically exempted by the Executive Director, the Vendor may be charged liquidated damages of \$5,000 at the end of the initial 60 day period and an additional \$5,000 each subsequent 30 day period or any portion thereof, for which the audit recommendation corrections are not completed.

Failure to Prohibit Unauthorized Players

a. **Condition**

Vendor fails to prohibit unauthorized players from betting on the Contractor's Online Platform.

b. **Damages**

The contractor will be assessed Liquidated Damages of \$2,500 for the first Incident where an underage player is permitted to bet on Contractor's Online Platform or in a retail location.

The Liquidated Damages will be escalated to \$5,000 on the second Incident and \$20,000 for each additional Incident.

c. Damages

The contractor will be assessed Liquidated Damages of \$2,500 for the first Incident where player, while located out of state, is permitted to bet on Contractor's Online Platform. The Liquidated Damages will be escalated to \$5,000 on the second Incident and \$20,000 for each additional Incident.

d. Damages

The contractor will be assessed Liquidated Damages of \$2,500 for the first Incident where Contractor negligently permitted a prohibited iLottery player from making a bet. The Liquidated Damages will be escalated to \$5,000 on the second Incident and \$20,000 for each additional Incident. All bets taken from prohibited iLottery players shall be voided.

B. SERVICE LEVEL AGREEMENTS

To be negotiated with successful proposer(s).

DATA SECURITY REQUIREMENTS

Restriction on Data Use

Business Use and Disclosure of Confidential Information.

1. The Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract.
2. The Contractor must not disclose any Confidential Information in response to a request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying the State so that the State has an opportunity to consent or object to the disclosure.
3. The Contractor agrees that State Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
4. The Contractor agrees State Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
5. The Contractor agrees to grant access to the data to the authorized representatives of the State for the purpose of inspecting to confirm compliance with the terms of this Contract.

Methods of Secure Transmission of Data

1. Application Encryption. If End User is transmitting State data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting State data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the Contractor will be responsible to ensure that data is encrypted when it is transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services,

- such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental US and when sent to a named individual.
 7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password protected.
 8. Open Wireless Networks. End User may not transmit Confidential Data via an open wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.
 9. Remote User Communication. If an End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
 10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If an End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
 11. Wireless Devices. If an End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

Retention and Disposition of Identifiable Records

Unless otherwise directed, the Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer, or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NHLC systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location.
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, must have aggressive intrusion-detection and firewall protection.
6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor

systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory, and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.

2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

Procedures for Security

Contractor agrees to safeguard the State Confidential Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect State confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect State confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store State confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NHLC systems and/or State confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting State confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the State to sign and comply with all applicable State of New Hampshire system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

9. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.
10. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information.
11. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
12. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify NHLC of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
13. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such State Data to perform their official duties in connection with purposes identified in this Contract.
14. The Contractor must ensure that all End Users:
 - a. Comply with such safeguards as referenced above, implemented to protect Confidential Information that is furnished by State under this Contract from loss, theft or inadvertent disclosure.
 - b. Safeguard this information at all times.
 - c. Ensure that laptops and other electronic devices/media containing Confidential Information are encrypted and password-protected.
 - d. Send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
 - e. Limit disclosure of the Confidential Information to the extent permitted by law.
 - f. Confidential Information received under this Contract and individually identifiable data derived from State Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
 - g. Only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as defined above.
 - h. In all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
 - i. Understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third-party application.

Contractor is responsible for oversight and compliance of their End Users. State reserves the right to

conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided herein, applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

Data Breach Notification

RSA 359-C:20 requires public breach notification to individuals whose information has been or may be misused. All legal notifications required as a result of a breach of information collected pursuant to this Contract shall be coordinated with the State.

Annual Reporting

Vendors are required to provide the below reports on an annual basis according to the timelines sent in each reporting requirement below.

- Within 90 days after the close of the NHLC fiscal year the Contractor agrees to provide a System and Organization II (SOC II) report to the Chief Compliance Office and Director of Security at the NHLC.
- The Successful Vendor shall have a complete corporate financial audit conducted annually, at its own expense. The audit must follow generally accepted auditing standards (GAAS) or the appropriate non-US equivalent. A copy of the Successful Vendor's certified financial statements shall be provided within one quarter after the close of the Successful Vendor's fiscal year.
- The Vendor shall provide the Lottery with Securities and Exchange Commission (SEC) 10-K reports (or the appropriate non-US equivalent) as they are issued, together with any other reports required pursuant to Section 13 of the Securities and Exchange Act of 1934, as amended.
- A third-party review of the Successful Vendor's New Hampshire operations must also be conducted annually. This audit will be a Statement on Auditing Standards (SAS) 70 audit, Type 2, at the sole discretion and determination of the Lottery, and shall be paid for by the Successful Vendor. For this review the Successful Vendor will suggest, for the Lottery's approval, the firm(s) to perform the work. All financial aspects shall be conducted pursuant to auditing standards as issued by the American Institute of Certified Public Accountants. Annual reviews shall occur on a July through June basis and will be reported to the Lottery not later than forty-five (45) days after the close of the State's fiscal year. The first audit shall cover a partial year ending with the State's fiscal year.
- The Vendor shall perform an Annual System Integrity and Security Assessment conducted by an independent professional with at least five (5)-years of lottery and/or gaming system security testing experience. The selection of the independent professional is to be done by the Vendor, subject to the approval of the Lottery. The first assessment should be completed within 90 days of commencing operations and annually thereafter.
 - The scope of the Annual System Integrity and Security Assessment is subject to approval of the Lottery and shall include, at a minimum, all of the following:
 - A vulnerability assessment of digital platforms, mobile applications, internal, external, and wireless networks with the intent of identifying vulnerabilities of all devices, the computer servers, and applications transferring, storing, and/ or processing personal identifying information and/or other sensitive information connected to or present on the networks.
 - A penetration test of all digital platforms, mobile applications, internal, external, and wireless networks to confirm if identified vulnerabilities of all devices, the computer servers, and applications are susceptible to compromise.
 - A review of the firewall rules to verify the operating condition of the firewall and the effectiveness of its security configuration and rule sets performed on all the perimeter firewalls and the internal firewalls;

- A technical security control assessment against the provisions defined by the standards adopted by the Lottery (The standards that should be used are GLI-19 and ISO27001.);
 - If the Vendor utilizes a cloud service provider, an assessment performed on the access controls, account management, logging and monitoring, and over security configurations of their cloud tenant;
 - An evaluation of information security services, player banking services, geo-location services, and any other gaming services which may be offered directly by the vendors or involve the use of service providers against the provisions adopted by the Lottery; and
 - Any other specific criteria or standards for the integrity and security assessment as prescribed by the Lottery.
- The full Independent professional's report on the assessment shall be submitted to the Lottery no later than thirty (30) days after the assessment is conducted and shall include all the following:
- A. Scope of review;
 - B. Name and company affiliation of the individual(s) who conducted the assessment;
 - C. Date of assessment;
 - D. Findings;
 - E. Recommended corrective action, if applicable; and
 - F. The Vendor's response to the findings and recommended corrective action. If the Independent professional's report recommends corrective action, the Vendor shall provide the Lottery with a remediation plan and any risk mitigation plans which detail the Vendor's actions and schedule to implement the corrective action. Once the corrective action has been taken, the Vendor will provide the Lottery with documentation evidencing completion.

Security Reports

The Contractor agrees to immediately report any security procedural violation, violation of law (e.g. theft), or security breach of the equipment, software or material used or to be used in the performance of this contract. The report will be delivered personally or by telephone, followed by a certified letter addressed to the Executive Director of the NHLC or his designee.

Contractor agrees to report any change in, addition to, or deletion from, the information disclosed to the NHLC. The report will be in the form of a letter addressed to the Executive Director of the NHLC and will be delivered within thirty (30) days of the effective date of the change, addition, or deletion.

In particular the Contractor must report the involvement of any of the Contractor's employees, owners, or agents in any known criminal arrest (exclusive of minor traffic violations) or investigation, or any such action or event, should it be reasonably able to construe that event as having some relationship to the security, integrity, and image of the NHLC.

Additional Security Measures

The NHLC reserves the right to require at any time further and additional security measures as it may, in its sole discretion, deem necessary or appropriate to ensure the integrity of the System or of the games.

28. DISPUTES UNDER THE CONTRACT

Prior to the filing of any formal proceedings with respect to a dispute (other than an action seeking injunctive relief with respect to intellectual property rights or Confidential Information), the party believing itself aggrieved (the "Invoking Party") shall call for progressive management involvement in the dispute negotiation by written notice to the other party. Such notice shall be without prejudice to the Invoking Party's right to any other remedy permitted under the Contract.

The parties shall use reasonable efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places, between negotiators for the parties at the following successive management levels, each of which shall have a period of allotted time as specified below in which to attempt to resolve the dispute:

Dispute Resolution Responsibility and Schedule Table

LEVEL	CONTRACTOR NAME		CUMULATIVE ALLOTTED TIME
Primary	<u>Name</u> <u>Title</u>	<u>Bunu Gurung</u> Business System Analyst	5 Business Days
First	<u>Name</u> <u>Title</u>	<u>Richa Yadav</u> Director Product & Development	10 Business Days
Second	<u>Name</u> <u>Title</u>	<u>Kelley-Jaye Cleland</u> Chief Product & Program Officer	15 Business Days
Final	<u>Name</u> <u>Title</u>	<u>Charles McIntyre</u> Executive Director	15 Business Days

The allotted time for the first level negotiations shall begin on the date the Invoking Party's notice is received by the other party. Subsequent allotted time is days from the date that the original Invoking Party's notice is received by the other party.

Exhibit B: Price and Payment Schedule

Price Proposals will be reviewed upon completion of the final technical scoring of Proposals. As a reminder, Price Proposals will be returned unopened if Bidders do not achieve a Technical Proposal score of at least 600 points.

The Bidder’s Price Proposal will be allocated a maximum potential score of 200 points. Bidders are advised that this is **not a low bid award** and that the scoring of the Price Proposal will be combined with the scoring of the Technical Proposal to determine the overall highest scoring Bidder.

There are two pricing sections and a non-scored section below. One pricing section for the base system and services and one for e-Instant games. The non-scored section is for Invited Options and other items the Lottery deems it prudent to understand. A total of 90%/180 points are available for the base system and 10%/20 points are available for e-Instant games. Below is a further breakdown of each.

Base System and Services Pricing

Out of the total base system and services points of 180, the Lottery will assign 75%/135 points of Net Gaming Revenue pricing to e-Instants and 25%/45 points to draw games. Pricing must be based on a percentage of NGR. NGR is gross sales minus prizes and bonuses.

NGR = Gross Sales – (Prize payout + Bonuses)

The pricing submitted based on percentage of NGR for draw games and e-Instant shall be considered the base system pricing. The base system pricing includes all systems and services, including, but not limited to the system and services conversion and data migration, scope and specification development, gaming system (primary and backup), player portal and player account management, back office systems, claims and payments, research and development, ICS, draw operations services, hosting and management of third party game providers, providing strategic games direction, at least 11 OTS and 1 bespoke games each year, any and all draw games added over the term of the contract, marketing support, CRM and analysis, affiliate program management, retail inclusion, player app and rewards program integration, data warehouse, reporting, analysis and associated items, customer support center, responsible gambling support and services, conversion and contract duration staffing, and dedicated iLottery marketing director staffing.

The following formula will be used to assign points for costs:

Bidder’s Price Score = (Lowest Proposed Price / Bidder’s Proposed Price) x Number of Points for Score

For the purpose of use of this formula, the lowest proposed price is defined as the lowest price proposed by a Bidder who has scored above the minimum necessary for consideration on the Technical Score.

Section 6 – Base Pricing Table	
Net Gaming Revenue Pricing	
Item	% of NGR
NGR - Draw Games (25% of total NGR)	
NGR - e-Instants (75% of total NGR)	

Supplemental e-Instant Pricing

Bidders will be awarded a maximum of 20 points, or 10% of the total Price Proposal score for supplemental e-Instant games.

Beyond the minimum of 11 OTS and at least 1 bespoke game a fiscal year provided as part of the base price, Bidders must list the cost in U.S. dollars for additional e-Instant games. For definitions of each Game Category below, Bidder must see Appendix C e-Instant Definitions.

All costs below must be presented in a total cost for a single game in U.S. dollars. Points will then be awarded based on the formula of:

Bidder's Price Score per Category = (Lowest Proposed Price per Category / Bidder's Proposed Price per Category) x Number of Points for Pricing Category

Section 6- Supplemental e-Instant Pricing Table		
Fee Pricing		
Game Category	Cost (in U.S. Dollars)	Points
Off the Shelf		10
Customized		2
Makeover		2
Bespoke/Tailor Made		6

Non-Scored Items

Invited Options: Bidders are not required to submit pricing for Invited Options as many options necessitate an additional scope. Where Bidders are able to provide pricing, please note it below, and indicate if it is an additional percentage of NGR or dollars. If the invited option is being offered at no additional cost, please note that on the table. **Invited Options will not be scored.**

Invited Options - Pricing Table	
Item	Cost
Suggested Staff	
Player App & Rewards Program	
Player Acquisition Marketing	
Omni Wallet	
Player Support Combined	
Enhanced Technology Education Opportunities	

Bidders are invited to also provide pricing for the items listed below as indicated.

- Any licensed properties the Bidder currently represents should be listed. List percentage of NGR for licensed properties.

- List percentage of scratch ticket sales or Fast Play fee for e-Instant to other game license (if the Lottery chooses to convert an e-Instant game to a scratch or Fast Play game).
- Cost per hour for enhancement development per section B. 11.
- Fee/cost for Virtual Games in U.S. Dollars.

Remainder of this page intentionally left blank.

Exhibit C: e-Instant Definitions

Below is an overview and definition of each Game Category.

1. Off-the-Shelf – Defined as ready-made games that have been successfully launched by other customers. To adapt them to NHLC, Bidder will provide basic localization and prize structure configuration, including:
 - Changing game name;
 - Essential text changes;
 - Prize structure configuration: payout, number of tickets, denominations, prizes, odds and series size; and
 - Help page configuration.

2. Customized – Defined as existing off-the-shelf games which, from regulation or other customer reasons, require minor design and multimedia changes, including all of the off-the-shelf changes plus:
 - New logo and animation (if already exist in the game flow);
 - Minor graphic changes;
 - Minor animation changes;
 - Minor sound changes; and
 - Minor game flow changes (front-end, not game mechanics).

3. Makeover – Defined as complete re-skinning of an existing game’s mechanics, while creating a new multimedia layer of graphics and sounds:
 - Prize structure configuration: payout, number of tickets, denominations, prizes, odds and series size;
 - Complete new graphics, animations and sounds;
 - Minor flow changes (front-end, not game mechanics); and
 - Configuring prize structure.

4. Bespoke/Tailor Made – Defined as a completely new game that would be created by Bidder in conjunction with the NHLC, including:
 - New game prize structure;
 - New game engine;
 - New game flow; and
 - New graphics, animations and sounds.

STATE OF NEW HAMPSHIRE NEW HAMPSHIRE LOTTERY COMMISSION
iLOTTERY SYSTEMS, GAMES, AND SERVICES

RFP LOT 2023-02

ADDENDA 1

Paragraph 7 Termination for Default is amended as follows:

DELETE: The Parties agree that Part I, Section 8 of the Agreement is deleted and replaced as follows:

ADD: The Parties agree that Part I, Section 8 and 9 of the Agreement are deleted and replaced as follows:

Section 7, D. Initial Technical Scoring of Proposals is amended as follows:

DELETE: This evaluation team will review the Technical Proposals and give an initial score to the technical proposals under the guidelines set forth in Section 6.

ADD: This evaluation team will review the Technical Proposals and give an initial score to the technical proposals under the guidelines set forth in Section 7.

NHLC RFP LOT 2023-02 ROUND 1 QUESTIONS AND ANSWERS

Question Number	Section Number	Exhibit	Section Title	Page Number	Question	Answer
1	1		B. Schedule of Events	5	Given the highly technical nature of the subject matter and in order for bidders to prepare their best possible responses, will the Lottery respectfully consider an extension of the current response deadline by four weeks or 20 business days?	No. At this time the Lottery will not consider an extension.
2	2		A. Background	6	For the period September 2018 through May 2023 please provide (in excel format) the following data in relation to e-instants, preferably by week, but at most by month: Total Gross Sales; Total Prize Cost; Total Bonus Cost	See EXHIBIT Excel Sheet, specifically EXHIBIT 1 for a monthly breakdown.
3	2		A. Background	6	For the period September 2018 through May 2023 please provide (in excel format) the following data for each draw game sold online (i.e., Mega Millions, Powerball, Tri-State Gimme 5 and Lucky for Life), preferably by week, but at most by month: Total Gross Sales (split between retail sales and online sales); Total Prize Cost; Total Bonus Cost	See EXHIBIT Excel Sheet, specifically EXHIBIT 2 for Retail and iLottery draw based game sales by week since iLottery started. The Lottery does not have ready access to iLottery DBG prize cost by week or bonus for draw game by week. However, draw game prize cost is approximately 50% of sales.
4	2		A. Background	6	For each month of 2023 (i.e., January, February, March, April, and May) please provide the NGR generated by each individual e-instant (in excel format), showing Gross Sales, Prize cost and Bonuses.	See the EXHIBIT Excel Sheet, specifically EXHIBIT 3 (all 5 tabs for Exhibit 3) tabs; they are the sales and prizes paid by game for each month, along with free games bonus values. Cash bonuses (for example, Deposit \$10, Get \$10 iLottery Dollars) are not applied to specific e-Instant games. See the Total Cash Bonus value provided for each month.

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5	2		A. Background	6	For each month (or week if easier) since launch in September 2018 please provide the number of: i) unique e-instant players (i.e., those players who only played e-instants); ii) unique DBG players (i.e. those players who only played DBGs), and iii) unique players who play both e-instants and DBGs (i.e. those players who played both e-instants and DBGs)	See the EXHIBIT Excel Sheet, specifically EXHIBIT 4. We record the number of distinct players for e-Instants and iLottery DBG by day. We do not record the number of players who played both.
6	2		A. Background	6	For each month (or week if easier) since launch in September 2018 please provide the number of players who have played in the last 30 days (or similar timeframe)	See the EXHIBIT Excel Sheet, specifically EXHIBIT 5. We record the number of distinct e-Instant and iLottery DBG players by day.
7	2		A. Background	6	Please provide the number of e-instant games on sale by month since launch in September 2018	See EXHIBIT Excel Sheet, specifically EXHIBIT 6 for a monthly breakdown of how many e-Instant games were for sale by the end of each month.
8	2		A. Background	6	Not all DBGs are sold online (e.g., Pick 3, Pick 4). Does the lottery plan to sell any of the current retail-only games online in future? If so, please provide a timeframe.	The Lottery is launching Tri-State Megabucks through iLottery in September 2023. No other retail games are planned for iLottery launch at this time, but as noted in the RFP on page 34 or 88, the Lottery requires Pick 3 and Pick 4 to be added within three months of go-live for the new iLottery system.
9	2		B. 13. Objectives	7	The objective states the successful Bidder will continue to strengthen cross promotion efforts between iLottery and traditional lottery/retail to increase compatibility between iLottery and traditional lottery/retail, please provide examples of past successful and unsuccessful cross promotions efforts?	Cross promotions the Lottery has done include, but are not limited to, the following: acquisition-based promo code on back of scratch tickets; deposit based (for all users) promo code on back of scratch tickets; converting e-Instant games to scratch tickets with promo code offers; iLottery promotions for iLottery dollars or games plus scratch tickets.

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10	2		B. 14. Objectives	7	The objective mentions areas of friction, please provide examples of past areas of friction?	Some areas of friction could include: bringing players fully through the funnel; converting players from DBG to e-Instant; increasing the speed of the withdrawal process; ensuring player receive marketing messages and do not select to not receive them.
11	2		B. 3. Objectives	6	The objective references new games, promotions, bonuses and features. 1.) What limitations are placed on the New Hampshire Lottery Commission with respect to offering new games, promotions, bonuses and features? 2.) Are certain types of games restricted by statute or regulation? 3.) Can you provide examples of promotions, bonuses or features that the Lottery has tried on its iLottery platform since its inception? 4.) Is there a listing of all games types offered on the iLottery platform since its inception?	1. For Lottery games, promotions, bonuses and features, there are no regulatory limitations beyond Keno restrictions. However, new gaming types, like iGaming, needs legislative approval. Though slightly outside the focus of the question, NH does have a cap on ticket price not to exceed \$30. 2. Keno is restricted as it is only able to be sold in municipalities that vote to permit it, and only in licensed locations within those municipalities. 3. The Lottery has done purchase and deposit-based promotions and bonuses; welcome bonuses; cash match bonuses, free games, free iLottery dollars, tiered promotions that provide more when one deposits more; deposit or register and get e-Instants and scratch tickets; 4. All game types the NH Lottery has offered since iLottery launched in September 2018 are still available on nhlottery.com. The Lottery offers DBG and e-Instant games. The e-Instant games vary in type and mechanic from key number match, key symbol match, cascade, single ticket bonus round, multi ticket bonus round, expander, single ticket

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						multi-feature to single and multi-ticket games without bonus rounds.
12	2		B. 6. Objectives	6	Please clarify what is meant by “user-experience and security at the forefront of design that leads to high standards for player satisfaction” and expectations for both security and user-experience.	At times user-experience and security can be oppositional, as some security features can force the user to take multiple steps to register, log in, authenticate, withdraw. However, the Lottery recognizes that both are of paramount importance, and they can coexist together if done right and communicated properly. The Lottery is looking for Bidders to provide their solution for providing a safe and secure iLottery system and services while also providing exceptional user experience.
13	3		A., Proposal Submission, Deadline and Location Instructions	8	Due to the potential voluminous nature of Bidders’ responses to the RFP and the possibility of multiple hard copy volumes being required per copy, will the Lottery consider reverting to an electronic submission only? If this is unacceptable, will the Lottery consider an electronic-only delivery of proposals on the established due date, with hard copies to be received within seven (7) business days of the due date?	No.
14	3		Process for Submitting a Proposal and Section 5. Content and Requirements for Proposal	8 and 12	Would the Lottery confirm that Bidders may include the files for the Technical Proposal, Audited Financial Statements, and Redacted copy of the Technical Proposal all on one USB flash drive? Would the Lottery also confirm that Bidders are only required to submit one drive for these particular files?	The Lottery will accept Technical Proposal, Audited Financial Statements, and Redacted copy of the Technical Proposal all on one USB flash drive, provided the files are clearly marked with their contents. The Lottery prefers that two flash drives are provided for these particular files.
15	3 and 5		Process for Submitting a Proposal & Content and	8	In reviewing the RFP, specifically Sections 3 and 5, there does not appear to be a page limitation for submissions, please confirm.	There is no page limitation, though Bidders are invited to be succinct in their responses.

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			Requirements for Proposal			
16	4		10. Scope of Work; Player Application and Rewards Program Integration	10	Please clarify the SSO requirements. Can third party options be considered for SSO? Where can user data be stored?	Single sign on allows player to use same login credentials for both iLottery and lottery app. iLottery database is expected to be the system of record and shall maintain record of all iLottery user data. Third party SSO solution will not be preferred.
17	4		12. Scope of Work; Customer Support Center	11	Please provide the average number of weekly contacts received by the call center by type (e.g., telephone call, email, chat etc.)	The Lottery only has the monthly number of contacts by type for calendar year 2022. Please see attached Exhibit 7.
18	4		9. Scope of Work; Retail Inclusion	10	The Scope of Work states that the Bidder shall assist the Lottery with further inclusion of retailers in the iLottery program. Please clarify the separation between the traditional lottery/retail and iLottery environments.	Currently the iLottery and retail systems are 100% separate. However, even with separate environments there are still opportunities for retailer inclusion in iLottery from payment methods, withdrawal options, affiliate programs and the like.
19	4		Scope of Work, 5. Back Office System	10	Can the Lottery confirm that three distinct environments referred to in this section are: Quality Assurance, User Acceptance Testing (UAT) and Production (PROD)?	Yes, this is correct.
20	5		A. 1 Statement of Readiness	12	The Lottery requires any software, technology, and services proposed in the RFP to be operational in one (1) NASPL or three (3) WLA jurisdictions. Not all of the modules called for in the RFP have been provided to all the above customers, and the question is, could we still qualify and therefore submit a bid?	It is the Lottery's intent that all material components of the project be operational in 1 NASPL or 3 WLA jurisdictions. Bidders may meet this requirement on their own or through proposed subcontractors.
21	5		Content and Requirements for Proposal A. Company Information,	14	Does the term "intermediate company" refer to subsidiaries held directly or indirectly?	An intermediate company is one that is owned by a larger company but the intermediate also has subsidiary companies.

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			Capabilities, and Support 4. Contract Performance			
22	5		Content and Requirements for Proposal A. Company Information, Capabilities, and Support 5. Financial Capabilities	14	Would the NHLC accept links to the financial statements requested in this requirement in lieu of PDFs?	No. The Lottery requires all documentation to be provided hard copy and PDF via Flash Drive.
23	5		Content and Requirements for Proposal A. Company Information, Capabilities, and Support 3. Company Experience	13	Would the NHLC please confirm that the term "Bidder" -- used in this requirement and in all sections of the Technical Proposal of the RFP -- includes the bidding entity, and also all other subsidiaries under the Bidder's parent company in which the holdings are 50% or greater?	As set forth in this section Bidder means the bidding entity; however, the bidding entity must disclose information on any subsidiary or affiliated company who is contributing to the proposal, that includes parent companies when the bidding entity is reliant on that entity for financial, technical, or other support in the proposed performance of the scope of work.
24	5		Content and Requirements for Proposal A. Company Information, Capabilities, and Support 3. Company Experience and 4. Contract Performance	14	The RFP references "Major Part" in Sections 5.A.3 and 5.A.4. Please provide a definition for Major Part.	Major Part is a large part of any iLottery system and services contract, which without that part the success of the contract would diminish.

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25	5		Content and Requirements for Proposal, A. Company Information, Capabilities, and Support, 5. Financial Capabilities	14	Would the Lottery please confirm that it is acceptable for the Bidder to provide the audited financials of its parent corporation only (and not to also include financials of the Bidder) where the Bidder does not maintain its own standalone financial statements, and where the audited financials of the parent corporation include results of the Bidder together with other subsidiaries of the parent company on a consolidated basis?	Submission of financials of a parent company is acceptable if there are no independent financial reports for the bidding entity.
26	5		A. 5. Financial Capabilities	14	If successful, we plan to operate this contract through a single purpose subsidiary entity. In the absence of financial statements for that entity, we assume that it will be acceptable to provide audited annual and unaudited interim financial statements for a parent company. Please confirm.	Submission of financials of a parent company is acceptable if there are no independent financial reports for the bidding entity.
27	5		Section 5, A. Company Information, Capabilities, and Support. 7. System and Services Conversion (p. 15)	15	How does the Lottery foresee management of the independent vendors and distribution of these funds that are a requirement of the successful Bidder?	The Lottery has contracted with Gaming Laboratories International, Inc. to perform this scope of work. The Lottery anticipates that the funding requirement set forth in this section will be fulfilled by amending the existing contract to have the successful vendor add the financial contribution required for these services.
28	5		B. Gaming System, General	16	<ul style="list-style-type: none"> • Please provide a description of the integration of the iLottery with the Host platform? • More specificity regarding the wagering, winners, and draw results functionality would be appreciated. • Provided that the Host is the master system for conducting the draw, and the winner selection process, how is the iLottery integrated with the Host in order to access this type of information? 	<ul style="list-style-type: none"> • Currently, iLottery functions independently with connection to its dedicated ICS and is not connected to the retail side. • Not a mandate to synchronize with the retail side • iLottery host shall be the system of record and will be responsible to maintain its own draw functions as per the game rules.

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29	5		B. Gaming System	16	As stated in this section of the RFP, we understand that Bidders may provide solutions that are either land (on-prem) or cloud-based, and we acknowledge that the "Lottery deems it advantageous for Bidder to provide cloud-based solutions...". However, we note that various requirements in Section B. are only applicable to on-prem solutions. Will the Lottery permit modified solutions to the RFP's stated requirements if the specifications stated are not applicable to a public cloud-based solution? Furthermore, will the Lottery confirm that references to cloud-based solutions, specifically refer to the public cloud.	Bidder will be responsible to provide a proposal for cloud-based solution that meets requirement similar to on-prem solution and will be dependent on MUSL approval and standards.
30	5		B. Gaming System, 1. Configuration at Primary Data Center (PDC), d) Secure Connections	16	In a cloud environment, everything can be considered "remote." Will the Lottery please provide a definition for remote?	Remote is as commonly defined. In a cloud-based system, remote access would be approved as part of the overall review and approval of the cloud system and security.
31	5		Content and Requirements for Proposal, B. Gaming System, 3. i) Software Checksums	18	Would the Lottery please consider that software checksums are only required for each critical iLottery executable (e.g., central gaming system, draw services) in lieu of every executable that could exist on a server, test system that are not applicable to the critical iLottery functionality?	No.
32	5		Content and Requirements for Proposal, B. Gaming System, 5. iLottery System Environments	18	In addition to certifying the geolocation services (GLS), what (if any) additional certification is required of the game determination components of the iLottery solution?	RNGs require GLI-19 certification as set forth on page 33.
33	5		B. Gaming System, 3. Additional Gaming Operating System Security and Control	18	Can the Lottery confirm that 'the test system' refers to User Acceptance Testing (UAT)?	Yes, this is correct.

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			Features and Functions, i) Software Checksums			
34	5		Content and Requirements for Proposal, B. Gaming System, 7. Performance Criteria	19	Would the Lottery please consider reduced performance metrics with the ability to expand via Cloud solutions as the player base grows, versus sizing the system on Day One for the anticipated capacity demands?	If the successful Bidder is able to provide a Cloud solution, approved by MUSL standards, then the Lottery is aligned with right-sized metrics for the traffic, with the ability to quickly scale. Bidders must include how quickly they can scale and what is necessary to do so.
35	5		B. Gaming System, 7. Performance Criteria	19	Can the Lottery please clarify if Player/Customer Support is required five (5) or seven (7) days per week?	Customer Support is required seven (7) days a week, including holidays.
36	5		B. Gaming System, 7. Performance Criteria, g)	19	Can the Lottery please confirm that 'no downtime expected' does not include scheduled downtime?	Correct. No downtime does not include scheduled downtime.
37	5		B. Gaming System, 10. C. Drawing Information	21	Please elaborate further on the following terms: net game pool, daily handle, close handle, future wager reporting, Hash total of plays	<ul style="list-style-type: none"> • Net Game Pool: The net game pool refers to the total amount of money accumulated from the sale of lottery tickets or entries after subtracting prizes and operating expenses. • Daily Handle: The daily handle represents the total amount of money wagered on a particular lottery game or drawing on a given day. It includes the total value of ticket sales. • Close Handle: The close handle refers to the final or official tally of the total amount of money wagered on a lottery game or drawing. It is determined at the end of a specific period, such as the close of sales for a particular drawing. • Future Wager Reporting: Future

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						<p>wager reporting refers to the reporting of sales and wagers made on lottery drawings that will occur at a later date (applicable for all advance play options, where players can purchase tickets for multiple upcoming drawings).</p> <ul style="list-style-type: none"> • Hash Total of Plays: The hash total of plays is a security measure used to ensure the integrity and randomness of the lottery drawings. It involves creating a unique numeric value that represents the combined data of all the plays made for a particular drawing. It can be used later to verify that the winning numbers were drawn fairly and without manipulation.
38	5		B. Gaming System, 10. C. Drawing Information	21	Please clarify what "cut-off for any game" means	Cut-off also means Draw Break or Game Close for Draw Games.
39	5		B. Gaming System, 10. Drawing Controls	21	Why must the draw winning numbers, prize and jackpot amounts be manually entered at the iLottery platform, provided that it's not the master system for this type of information? Is the same manual process executed at the Host platform?	Currently the iLottery and retail systems are 100% separate. This includes ICS. The Lottery currently performs ICS and draw operations procedures for both the retail and iLottery systems. Therefore, it is necessary for the winning numbers to be populated on both systems as both systems are the system of record for their environment (iLottery and Retail).
40	5		C. Portal and Player Account Management and Migration 1. 6. Browser and Devices Supported	23	Please specify how many prior versions are expected to be supported, as well as an indicative list of devices and browsers	Lottery would like to consider a broader spectrum of browser version and devices in terms of compatibility. But for current compatibility, top devices, and top browsers, see EXHIBIT Excel sheet, specifically Exhibit 8.

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41	5		C. Portal and Player Account Management and Migration 1. Portal Integration	23	Please provide a technical description of the code enabled widgets	Code enabled widgets are JavaScript client to client framework that are imbedded into the CMS of the Lottery's website to support the Bidder's services (for the PAM). There are client interfaces that provide the ability to open the widget and get the information necessary. For each action a player does, there is code to support this on the backend to trigger the action between the UI to the Bidder's PAM. The website vendor/Lottery would reserve space on the website for the user interface via the CMS.
42	5		C. Portal and Player Account Management and Migration	23	Can the Lottery confirm that the iLottery Vendor's sole responsibility would be to provide widgets for integrating iLottery features into the current website and <u>not</u> host and/or manage the website?	Correct, provided that the chosen Bidder and solution is widget/code integration. The iLottery vendor is only responsible for the widgets and integration. There are also banners on the website for use by the iLottery vendor, which the vendor can provide. If the chosen Bidder does not/cannot provide the preferred solution then the Bidder would be responsible for hosting the separate website, CMS, portal, etc. However, the Bidder is not responsible for hosting the Lottery's current website.
43	5		C. Portal and Player Account Management and Migration 1. Portal Integration	23	Is the Lottery only interested in widget-based solutions, or would the Lottery entertain alternative solutions that include a unified platform providing a seamless experience for all the Lottery has to offer? If desired, we understand that with any solution, the Lottery may require content management access to the platform. Can the Lottery please confirm this understanding?	The Lottery prefers a widget-based solution but is open to other alternatives. Depending on the solution, the Lottery may require content management access to the platform.

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44	5		D. 1. Payment Methods	26	Please provide the average number of monthly deposits by each of the seven methods listed, and the average value of each deposit, e.g.: Visa debit. 100 deposits. \$50 average deposit Mastercard debit. 50 deposits. \$40 average deposit	The Lottery does not currently have this information available.
45	5		D. Claims and Payments, 1. Payment Methods	26	In this section the RFP states, "The Bidder will be responsible for providing secure, easy to use, and efficient payment processors (dual processors system) for each of the above-mentioned player flows." Will the Lottery please elaborate on the intent of this requirement?	The intent is to provide redundancy and flexibility.
46	5		D, Claims and Payments, 2. Claims, #3	26-27	Will the Lottery please identify any regulatory restrictions in place for total wallet balances?	There are currently no regulatory restrictions in place for total wallet balances.
47	5		D, Claims and Payments, 3. Payment Issuance, #10 Retention of Prize Winners	28	Will the Lottery please identify its current retention period?	3 years plus the current year for retention of prize winners.
48	5		D, Claims and Payments, 3. Payment Issuance, #6 Debt Set Off Checks	28	Will the Lottery please identify if the process of supporting debt set off checks is conducted via API or any other electronic means currently?	Currently the process is manual, but the Lottery is interested in an electronic process.
49	5		D. Claims and Payments 3. Payment Issuance 4.4	28	Would the NHLC please clarify further what "exceptional situations" means?	An exceptional situation may be a person who self-excluded but won a prize through a subscription that had not yet expired. The person would not be able to log-in to their account so a manual process would need to occur to provide them with a check.
50	5		D. Claims and Payments 3. Payment Issuance 5. Annuity Payments	28	What is the extent of functionality for Annuity Payments? Is there a migration of preexisting payments? Must the system handle splits and assignments? Must it handle multi-jurisdictional tax rules?	The Lottery should be able to manage annuity payments; however, the system must be able to note that it is an annuity payment, and the payment will be managed externally to the

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						<p>system. Since handling of annuities occurs outside the iLottery system, those payments will not need to migrate. However, for all payments and prize information, there will need to be continuity of non-annuity payments to players from the end of one system to the transition to another. Also, players will still need access to non-annuity tax documents, deposits, wins and the like. After contract negotiations, the Successful Bidder will work with the Lottery to determine data migration needs. Bidders should note if their system can handle split claims. The Lottery currently does not support that function through iLottery as a person must KYC and purchase their own tickets, and shared claims are not possible. However, Bidders must support pari-mutuel prizes per each games' rules. As for multi-jurisdictional tax rules, the Lottery is only required to withhold federal tax and NH specific withholdings. If a player owes additional taxes, it is their responsibility to report those separately.</p>
51	5		D, Claims and Payments, 3. Payment Issuance, #17 Document Storage	29	Will the Lottery please identify its current retention period?	7 years.
52	5		E. Back Office	30	Would the Lottery please consider multiple types of game result details, such as static results information, versus just video replays?	No, the Lottery will only consider video replays of game results.

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53	5		E. 2. Back Office System (Content Management)	30	Does the bidder need to offer a content management system (CMS) as part of the offer? If yes, what features should this system cover?	Yes, Lottery would lean on bidder to maintain most (if not all CMS functions). The key features that should be considered are player notifications, custom emails, banners, pop-ups, bonus and other player focused content that can be easily updated if needed.
54	5		F. Games 3. e-Instants	32	Are e-Instants operated using a depleting or non-depleting pool?	NH uses non-depleting prize pools for e-Instants.
55	5		F. Games	31	Can the Lottery please provide any current restrictions on game styles, similar to the ones identified for Keno during the iLottery Vendor RFI process?	Besides legislative restrictions on Keno, there are no other restrictions on game styles. However, new game styles may need Commission and/or Legislative approval. There is a restriction on ticket cost. No one single ticket can cost more than \$30.
56	5		F. Games 2.	32	Can you please provide a list of the games currently available to the NH Lottery from the two existing vendors, NPI and IWG. Can we assume that the games currently available to the NH Lottery would be available to all potential bidders at a locked-in fee for usage? Please confirm our understanding or elaborate further.	For the first part of this request, please see the EXHIBIT Excel Sheet, specifically Exhibit 9 for a list of all games provided by each vendor. For the second part of this request, the Lottery has a direct contract for e-Instants with IWG and NPI. That expires June 30, 2025, but the Lottery may opt for the two-year extension. If the Lottery opts for the extension, all IWG games would be available and select NPI games would be available.

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57	5		F. Games, 1. Game Support	31	<p>This section states that, 'Bidders must submit a proposed iLottery games roadmap for the first twelve months of the contract, which must be updated annually...' and 'Biannually, the bidder must collaborate with the Lottery to create a games roadmap.'</p> <p>Can the Lottery clarify what is expected from their iLottery partner in terms of the frequency of updates to the iLottery games roadmap?</p>	<p>In NH's experience, the games roadmap may shift during the year as new games are developed by vendor-partners. The Lottery expects a games planning session at least twice a year where new games styles, mechanics, themes are reviewed, and the Lottery can determine if and where the roadmap will shift. Though there is every intention to create one solid roadmap before the start of the next fiscal year, in reality, it is usually about 75% complete and gaps need to be filled.</p>
58	5		F. Games, 4. Draw Based Games	34	<p>What are the anticipated DBGs games under development for launch by July 1, 2025?</p>	<p>All current DBGs that are offered, plus Tri-State Megabucks, which will launch September 2023. As noted on page 34 or 88 under Section 5. 4. Draw Based Games, "The Bidder must be able to support all current iLottery Draw Based Games (DBGs), as well as those under development, for the initial launch on July 1, 2025, with the ability to launch any other DBGs the Lottery offers at retail within three months of launch. Any and all DBGs launched and any DBG changes are not to incur any additional costs (development or otherwise). All DBG new launches and changes are part of the base price for the contract for the full term of the contract."</p>
59	5		F. Games, 4. Draw Based Games	34	<p>Can the Lottery confirm that any new DBGs proposed for development after July 1, 2025, will be at additional cost to the Lottery?</p>	<p>No, all DBGs developed will be at the cost of the successful Bidder.</p>

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60	5		G, Marketing Support and Services, 1. Marketing Support	34	Has the Lottery conducted any digital research to date? If so, will the Lottery please furnish Bidders with the associated documentation/findings?	No. The research done to date was done by our current iLottery provider.
61	5		G, Marketing Support and Services, 2. CRM	35-36	<p>a. What messaging channels are currently available?</p> <p>b. What is the current size of your player database?</p> <p>d. Pricing for outbound messaging channels (such as Email and SMS) are often dependent upon the volumes of sends. Will the Lottery please provide guidance for anticipated send volumes for these messaging channels over the life of the contract?</p> <p>e. Pricing for mobile messaging channels (such as In App Inbox and Push Notifications) are often dependent upon active user volumes. Will the Lottery please provide guidance for the anticipated Monthly Active Users of the mobile app and website (distinctly, not combined) over the life of the contract?</p> <p>f. In order to for Bidders to provide a comprehensive answer for the games roadmap recommendations for 12 months, will the Lottery please provide the past six months of data on a game by game basis with sales by week, unique playership and unique rounds, if available?</p>	<p>a. Currently, for CRM, email and in-portal bonus pop-ups are the messaging channels. b. 175,115 registered players as of the end of May 2023. c. See EXHIBIT Excel sheet, specifically Exhibit 10 for details. d. The Lottery looks to the successful Bidder to develop and implement a contact strategy to effectively outreach and manage the database of players. CRM program and the vendor's segmentation as well as what needs to be done to increase revenue would determine the number of credits to purchase to send emails. e. We do not have this data. f. See EXHIBIT Excel sheet, specifically Exhibit 11 for details.</p>
62	5		G. Marketing Support and Services	35	Our understanding is that the annual budget spending for all the ATL and BTL marketing activities (OOH and digital) for iLottery program is Lottery's responsibility. Please confirm or state otherwise	This is correct. All acquisition marketing costs, are the responsibility of the Lottery and its advertising agency of record.
63	5		G. Marketing Support and Services 4. Affiliate	36-37	Our understanding is that any affiliate commission or fee will be Lottery's responsibility. Please confirm or state otherwise.	The Lottery confirms that the fee is the Lottery's responsibility.

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64	5		G. Marketing Support and Services, 1. Marketing Support	34	As stated in Section 1, Marketing Support, "the Bidder must collaborate with the Lottery and advertising agency of record to create an annual iLottery marketing plan." Will the Lottery please identify the entity that is the agency of record?	GYK Antler is the Lottery's advertising agency of record
65	5		I. Player Application & Rewards Program Integration	38	<p>a. Given that the Lottery's agency of record hosts the portal, would the Lottery be willing to provide specification documents or APIs so Bidders can further understand the level of integration and single sign-on required in order properly define and spec our proposed solution?</p> <p>b. In this section the RFP states "The successful Bidder will be required to integrate with the Lottery's mobile application provider to enable iLottery play...".</p> <p>In the event the Lottery does not choose the invited option of going with the iLottery provider's mobile application and integration of the iLottery platform into the Lottery's existing mobile app as required, what technology stack is the app currently developed in, and does it support native content for both iOS and Android? Would the current app developer be responsible for Front-End changes, or is it expected that the iLottery provider be responsible for displaying all iLottery content within the app?</p>	<p>a. The specification is not provided by the ad agency; it is provided by the system vendor for website/iLottery widget integration. For the player application, that is not provided by the ad agency. The iLottery portal is different than the player application. As for the app, once the Lottery has chosen a Bidder and finished with contracting, the specification between the app provider and iLottery provider can be shared. b. The Lottery does not own the technology stack and does not have that knowledge. It is a native app and supports native content for iOS and Android. NOTE: the vendors own the technology, not the Lottery. For the front-end changes, the integration between the app and iLottery platform will open the same iLottery "mobile friendly" view, within the app.</p>
66	5		I. Player Application & Rewards Program Integration	38	RFP assumes integration with existing mobile app provider--please provide more information regarding this. • Is there an existing app or are there plans to build a new one? • Does the RFP assume the relevant integration work to take place on the bidder side or the mobile app provider side?	<ul style="list-style-type: none"> • NHLC has an existing app through a dedicated app vendor. • Yes, the potential iLottery vendor is required to integrate with the app and maintain existing functionality such as single sign on and other related integration to enable iLottery and rewards program within the app.

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67	5		I. Player Application & Rewards Program Integration	38	Is an iLottery dollar different to a US dollar and does this affect the games when played via iLottery rewards?	The value of an iLottery dollar is the same as a US dollar.
68	5		J, Data and Analytics	39	Will the Lottery please provide the number of unique named Business Intelligence (BI) users that will need access to the platform and data analytics?	Users of the BI reports can be anyone at the Lottery, which is approximately 70 users. Report creators will likely be no more than five at this time.
69	5		J. Data and Analytics, 1. Data Warehouse	39	What are the anticipated volumes and data retention requirements for the non-iLottery portion of the "Lottery's entire line of businesses (e.g., retail, rewards, etc.)"?	The anticipated volume at the start of the contract is estimated to be around 10TB of data. This will grow as new programs are implemented.
70	5		J. Data and Analytics, 1. Data Warehouse, 12.	40	Can the Lottery identify the audience(s), number of people and level of technical training that will be required for the data visualization tool usage and report building?	Audience of reports: viewers of the report can be anyone at the Lottery; creators of the reports will likely be no more than five to start; level of expertise depends on the tool used - if Tableau then it will be less, if it is anything else then it will be more.
71	5		J. Data and Analytics, 1. Data Warehouse, 6.	40	Can the Lottery describe the type and enumerate the number of anticipated data sources that would have to be integrated into data warehouse?	Retail data; iLottery data; rewards, second chance, player app data; Lottery CRM/Salesforce data, and potentially 2 or so other sources (likely 6 sources). The Lottery would likely be looking data to be updated on a daily basis.
72	5		K. Customer Support Center 2.	41	Would the NHLC please confirm who the vendor will be for the planned customer relationship management (CRM) solution mentioned in this requirement?	Salesforce
73	5		K. Customer Support Center	41	Would the Lottery please confirm that a CSC located within the Continental United States, is permitted to operate with staff on site as well as remote? Will the Lottery also confirm that remote staff can be located both within the Continental United States, and outside of the Continental United States?	The Lottery confirms that CSC staff must be in the Continental U.S. and also confirms that staff can be on-site and remote (in the Continental U.S.). On-site is the Bidder's call center, not on-site at the Lottery's headquarters.

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						All CSC staff, whether remote or on-site must be in the Continental U.S. Additionally, if performance for the Lottery is problematic, the Lottery reserves the right to adjust the requirement to all staff being on-site (at the Bidder's location).
74	5		K. Customer Support Center, 2.	41	What type of workflows/processes will be managed through the Lottery's planned CRM?	At initial deployment, the Lottery's CRM workflows and process will focus on: online retailer applications and licensing, online player question and problem submission and resolution, internal task assignment, venue inspections, online knowledge base, capturing customer and retailer interaction with Lottery, data analytics via reports and dashboards.
75	5		L. Responsible Gaming	42	<i>'Bidders are encouraged to address the ability for the player to exclude from some games and not others and provide larger programmatic support for responsible gambling.'</i> Can the Lottery confirm that this exclusion is intended to be specific to game type (i.e., DBG vs e-Instant)?	Yes.

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76	5		N. Invited Options, 5. Player Support Combined	47	What are the current and expected staffing levels, hours of operation and contact levels for a retail support center?	To be clear, the retail support center is for customers/players that come from the retail space, not a retailer hotline. The expected hours of operation are similar to those of the iLottery customer support center, 8AM-12AM ET. However, currently the Lottery's retail players contact the Lottery headquarters, which is open Monday through Friday from 8AM-4PM excluding holidays. The Lottery currently has one full time person handling calls from players and another staff person monitoring emails. Those calls and emails are generally responded to immediately or in not more than 24 hours (excluding holidays and weekends). The front staff send calls and emails they cannot answer to the subject matter experts within the Lottery to find resolution. The Lottery is interested to know what staffing levels and hours of operation Bidders believe is needed.
77	7		Evaluation of Proposals D. Initial Technical Scoring of Proposals	53	Please confirm that the section reference to Section 6 is correct.	This should read Section 7 instead of Section 6. Please see attached Addenda.
78	8		Terms and Conditions Related to the RFP Process E. Public Disclosure	55	Would the NHLC please confirm that marking where confidential information begins and ends at the paragraph level is sufficient to meet the "mark/stamp each page" requirement requested by the Lottery?	Yes, this is acceptable. In addition to a marked/stamped copy, the Lottery requests an electronic version that is redacted.

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79	9		Contract Terms and Award 13. Indemnification from Intellectual Property Infringement Claims	66	Please clarify the statement "The Contractor shall indemnify all e-instant games, regardless of which party designed the game." The sentence does not indicate the party to be indemnified or the circumstances that trigger such indemnification.	As noted in the sentence following the one quoted, the indemnification is for intellectual property infringement claims and it would be for all e-Instant games the successful Bidder directly or indirectly provides the Lottery, such as third-party games that the Lottery does not have a direct contract with.
80	9		Contract Terms and Award B. Standard Contract Terms	57	Bidders are advised, to the extent that a Bidder believes that exceptions to the standard form contract are necessary, to note this during the Bidder Inquiry Period. Please confirm if the pages numbers for the standard form contract are pages 58 - 88?	The standard form contract is set out at p 58-84.
81			General Question		Will the Lottery confirm that a Bidder can satisfy the experience requirements of the RFP (including, inter alia, the requirements of Section A1 (Statement of Readiness) and Section D3 (Payment Issuance - Merchant of Record) by citing experience acquired indirectly through an ownership interest in a joint venture entity rather than directly by the Bidder itself?	The Lottery's intent is that all major elements of the iLottery system be operational in 1 NASPL or 3 WLA jurisdictions. A Bidder may identify experience gained through a joint venture provided that the bidding entity has ownership and/or control of the technology and systems that were used in the joint venture for the major elements of this project. The Bidder may also identify the operational experience of proposed subcontractors or affiliates to meet these requirements.

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82			General Question		We would like to respectfully request the lottery's tax ID number for the purposes of our courier shipment of the response to this RFP. Per our courier company, UPS, our understanding is that US Customs and Border Protection and US Homeland Security requires that this number be provided on documentation when the lottery is deemed to be 'importing' anything i.e., the proposal response. If this number is not provided on UPS' shipping paperwork that we fill out when we ship the boxes then it must be found and added to the paperwork by those agencies. When the tax ID number is left out, delays have been caused in the past. To ensure that there are no issues at customs and to expedite delivery, please provide the tax ID number.	The Lottery does not wish to publicly post its tax ID number. However, Bidders may reach out to the RFP points of contact to secure the number.
83			General Question		Can you please advise if the Lottery will be responding to inquiries for its RFP, LOT 2023-02, on a rolling basis?	No, the Lottery is not responding to questions on a rolling basis. See page 5, Schedule of Events.
84			General Question		Would the lottery please provide the average monthly conversion rate for FY23 (registration to first time deposit)	See EXHIBIT Excel sheet, specifically Exhibit 12.
85			General Question		Would the lottery please provide the average monthly churn rate for FY23?	The Lottery does not have ready access to the monthly churn rate. However, the monthly churn rate varies from month to month and is dependent upon iLottery promotions, CRM email offers to activate them as well as Powerball and Mega Millions jackpot amounts. Dependent upon a player's interest, they may fall in and out of this category.
86			General Question		Would the lottery please provide what was the average bet on e-Instants and what was the average bet on DBG for FY22 and FY23	See EXHIBIT Excel sheet, specifically Exhibit 13.

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87			General Question		Would the lottery please provide what was the ARPU (average return per user) on e-Instants and what was the ARPU on DBG for FY22 and FY23	See EXHIBIT Excel sheet, specifically Exhibit 14.
88			General Question		Would the lottery please advise what is the average monthly bonus/promotional spending share on total GGR?	Currently it is 5-7% of deposits.
89			General Question		Would the lottery please provide the below information for FY22 and FY23 by month: App Downloads iOS, App Downloads Android, Registrations from web, Registrations from mobile web, Registrations from iOS, Registrations from Android, First Time Depositors, Active players (at least one bet in this month) DBG, Active players (at least one bet in this month) e-Instant	See EXHIBIT Excel sheet, specifically Exhibit 15. App launched on February 2022. We do not track registrations from iOS vs Android. The number for Total Registrations is inclusive of App registrations. Approximately 8.5% of FTD are from the app; approximately 70% are from mobile; and approximately 20% are from web. We do not track active players by DBG and e-Instant.
90		A	Standard Terms and Conditions, Form Number P-37	59	Will the Lottery please advise if Bidders are required to complete and submit this form with their proposals?	Bidders do not need to complete the P-37 form at this time.
91		A	Standard Terms and Conditions, Section 1 General Provisions, 4. Conditional Nature Of Agreement.	60	Would the Lottery agree to add a provision to the terms and conditions stipulating that in the event that the availability of funds are affected as contemplated in Section 4, and the State is not required to pay the Contractor, the Contractor shall have no continuing obligations to perform?	The Lottery will consider modification of this provision in contract negotiations. The Lottery further notes that this is contemplated as a revenue sharing model and that, therefore, appropriation of State funds are unlikely to have an impact on the proposed agreement.
92		A	Standard Terms and Conditions, 6. Compliance By Contractor With Laws And Regulations/ Equal	60	Is any part of the Agreement funded by monies of the United States as contemplated in section 6?	We do not anticipate any portion of this Agreement being funded through the federal government.

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			Employment Opportunity.			
93		A	Standard Terms and Conditions Section 1 - General Provisions 9. Termination	61	Please confirm our understanding that in the event of a termination for convenience the Contractor will be paid for Services or Deliverables delivered prior to the date of termination?	This is confirmed.
94		A	Standard Terms and Conditions Section 1 - General Provisions, Form Number P-37 Section 13. Indemnification.	61	Would the Lottery be willing to consider incorporating standard indemnification terms, including 1) the successful Contractor shall have sole control of the defense and settlement, and 2) the Lottery shall cooperate in such defense, as reasonably necessary, with the successful Contractor and its counsel in the defense or settlement of the claim?	The Lottery is willing to consider reasonable modifications of the indemnity language during contract negotiations.
95		A	Standard Terms and Conditions 8. Event of Default/Remedies.	61 and 64	We understand that the entire Section 8 Event of Default/Remedies, is replaced in its entirety with Section 7. Termination for Default in the contract terms at pages 64-65 of the RFP, is this understanding correct?	Yes.
96		A	Standard Terms and Conditions; 12. P-37 Document Introduction	63	Form Number P-37 (version 12/11/2019) General Provisions (sections 1 through 24) is followed in the RFP by a Contract (at page 63 of 88). The Introduction, which begins, "this Contract is by and between..." lists Contract Elements which compose the "Agreement" but does not list the contract beginning on page 63 itself. Are these terms beginning on page 63 a part of the P-37 Document, or could the Lottery please explain how these terms form a part of the Agreement and the impact on the order of precedence?	The document beginning on page 63 is considered part of the Form P-37 Terms and Conditions and Appendices and would be considered part of Section a of the Contract Elements listed on Page 63.

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97		A	Standard Terms and Conditions; 12. P-37 Document, Introduction Item 7. Termination For Default	64	The Contractor is exposed to severe remedies including termination of the Agreement, non-payment for a period of time or being required to pay for replacement services from another provider even where the Event of Default is a failure to perform services satisfactorily which is curable and has no material adverse effect on the Lottery or its operations. Would the Lottery consider negotiating reasonable materiality thresholds and cure provisions, requiring an opportunity to cure for curable Events of Default and/or limiting the remedies of termination and withholding payment or becoming liable for replacement services to material Events of Default or otherwise reasonably tie the remedies to the severity of the Event of Default?	The Lottery would be willing to consider materiality thresholds and cure periods during contract negotiations.
98		A	Standard Terms and Conditions; 12. P-37 Document, Introduction Item 7. Termination For Default	64	Section 7 provides in part: "The Parties agree that Part I, Section 8 of the Agreement is deleted and replaced as follows:..." and the sections of Section 7 that follow include four paragraphs regarding termination, including termination for convenience. Since termination for convenience is also covered in Section 9. Termination, of the Form P-37 at page 61 of the RFP, would the Lottery please clarify if both sections covering termination for convenience are intended to apply?	This language will be addressed in an addendum.
99		A	Introduction, 13. Indemnification from Intellectual Property Infringement Claims	66	Would the Lottery agree to negotiate reasonable indemnity terms for third party IP which the Lottery chooses and is not provided directly by the Contractor?	For the game providers the Lottery has a direct contract with, the Successful Bidder is not responsible for indemnification. However, the Successful Bidder is responsible for its own games as well as third-party games provided through them, either as a third-party via API, aggregator or otherwise. All games provided are required to have a thorough trademark

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						and related infringement search, with documentation provided to the Lottery of such for each game.
100		A	Introduction, 14. Insurances b. Cyber Liability Insurance	66-67	It is industry practice to have an aggregate on Errors and Omissions Insurance; therefore, we respectfully request that item 14.a be amended to add the following language: Errors and Omissions Insurance with limits of not less than \$2,000,000 per claim and in the aggregate.	We will consider a modification of this language which includes an aggregate limit.
101		A	Standard Terms and Conditions 14. Insurances c. Fidelity Bond	67	Would the NHLC please confirm if there is a Fidelity Bond template that should be used by the Contractor?	The Lottery does not have a preferred fidelity bond template.
102		A	Introduction 27. 27. Contract Warranties & Representations A. Conditions for Assessment of Liquidated Damages, Unauthorized Software and/or Hardware Modifications	71	Would the Lottery please consider restricting prior written approval for software modifications associated with only the critical iLottery software components?	No, Lottery would like to maintain full traceability of each change performed to maintain integrity.
103		A	Introduction 27. Contract Warranties & Representations A. Conditions for Assessment of Liquidated Damages, Unauthorized Software and/or	72	Would the Lottery please consider adopting a change management process to enable changes to critical iLottery components that are logged and audited for awareness?	No, Lottery would like to maintain full traceability of each change performed to maintain integrity.

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			Hardware Modifications			
104		A	Introduction 27. Contract Warranties & Representations, A. Conditions for Assessment of Liquidated Damages, Unauthorized Software and/or Hardware Modifications	72	Would the Lottery please consider allowing emergency hardware modifications that are needed to upgrade functionality (i.e., upgrade server memory) outside of the advance approval process?	No, Lottery would like to maintain full traceability of each change performed to maintain integrity.
105		A	Introduction, 27. Contract Warranties & Representations B. Service Level Agreements	78	Please confirm our understanding that Service Level Agreements will be negotiated with successful proposers notwithstanding the language in Section 9. Section B (p 57)?	Correct.
106		A	Introduction, 27. Contract Warranties & Representations B. Service Level Agreements	78	Would the Lottery please define the term "End User?"	End user in this section is the Successful Bidder, its employees, subcontractors, and the like.
107		A	B. Service Level Agreements, Data Security Requirements Annual Reporting	82	Since the requirement for delivery of the SAS 70/SOC 1 Type 2 report is 45 days after the close of the State's fiscal year, is it acceptable to also deliver the SOC II at the same time?	The SOC audit report is due no later than 90 days after the close of the fiscal year but may be provided earlier so long as the appropriate period is covered by the audit.
108		A	B. Service Level Agreements, Data Security Requirements, Annual Reporting	82	The first and fourth bullet points of this section do not align. Would the Lottery please confirm if the SOC II requirement is for a Type I or a Type 2, who will pay for it, and will the first required SOC II also be required to be completed for a partial year?	The Lottery requires a SOC II, Type 1 audit to be paid for by the Contractor. If operations under this contract start after the beginning of a fiscal year (July) an audit report covering the

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						partial portion of the year when the contractor was operating will be required. We anticipate beginning operations under this Agreement at the start of a fiscal year, which would make a partial year SOC audit moot.
109		B	Price and Payment Schedule Base System and Services Pricing	85	Would the NHLC please confirm if the "NGR - Draw Games (25% of total NGR)" price required in the Base Pricing Table of this section be from NGR (as it is currently listed in the table) or from sales turnover? In case from NGR, would the Lottery consider NGR to be calculated based on the theoretical payout of the draw games, given the highly volatile nature of certain draw games, as we have seen in other lotteries being best practice?	Yes, NGR is meant to be what is indicated in the RFP. The Lottery will not consider theoretical payout for NGR at this time.
110		B	Price and Payment Schedule, Base System and Services Pricing	85	Is there a content revenue share for revenue generated by the Bidder's provided third-party games that would be in addition to the Base Systems revenue share?	No.
111		B	Price and Payment Schedule, Base System and Services Pricing	85	Can the Lottery please confirm that all third-party game provider contracts will be negotiated and managed through and by the successful Bidder directly?	Besides the two existing e-Instant contracts with NPI and IWG that may be extended, all third-party game provider contracts will be negotiated and managed through and by the successful Bidder directly. However, the Lottery reserves the right to approve third party game providers and have a relationship with them.
112		B	Price and Payment Schedule, Non-Scored Items	86	<i>'List percentage of scratch ticket sales or Fast Play fee for e-Instant to other game license (if the Lottery chooses to convert an e-Instant game to a scratch or Fast Play game)'. Can the Lottery please confirm that this relates to licensing e-Instant content to a print or Fast Play vendor who then deliver the corresponding print or Fast Play game?</i>	Correct.

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113		B	Price and Payment Schedule, Supplemental e-Instant Pricing	86	Can compensation for supplemental e-instant games be structured as a percentage of Net Gaming Revenue or does it have to be a fixed dollar amount?	It must be a fixed dollar amount.
114		B	Price and Payment Schedule, Supplemental e-Instant Pricing	86	How does the Lottery anticipate compensating third-party content providers?	The Successful Bidder must directly compensate third-party game providers, with the possible exception of NPI and IWG, with whom, the Lottery may choose to extend its current e-Instant contract until June 30, 2027. In that instance and for that duration, the Lottery will directly compensate those game providers.

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Question Number	Section Number	Exhibit	Section Title	Page Number	Question	Answer
1	2		Background	6	Can NHLC supply the expected 5-10(?) year growth rate?	The average growth rate over the past 4 years is 77%. However, the Lottery recognizes the iLottery program will not sustain that growth as it matures. The Lottery does anticipate a growth rate of approximately 10% each year over the previous for NGR over the next 5-10 years. However, the Lottery is interested in what Bidders believe the Lottery's potential growth rate is for the same time period.
2	2		B. Objectives	6	Can you define and provide examples of "personalized marketing strategies"?	Personalized marketing strategies are ones that are based on what we know about a player and their play habits (at the very rudimentary level, are they e-Instant or DBG players?); what channel they came to iLottery through; what demographics they represent; what other actions they have taken on the site (for example, did they click Fast Play first then come to winning numbers, then go to progressive e-Instants?); and other criteria that help us understand what offer or message might resonate best with the player to take an action like deposit, purchase or play. Personalization can include subject lines of emails to different groups; push notifications with offers to different segments; persona-based digital marketing ads; offers on a player's birthday that is specific to their segment; pop-up offers when the player is logged in that may invite them to do a specific action.
3	2		B. Objectives	7	Can you define the term and provide examples of strengthening cross promotion and iLottery based on previous successful and unsuccessful	The reference listed is to the Objectives, which are further elaborated in the RFP under Section H. page 38. As for the term strengthening, currently the Lottery does not

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					cross promotions? What is NHLC's view on strengthening?	have items 2, 3 or 4 under Section H. Though the Lottery has issued crossover games, there is greater opportunity in this area. The Lottery believes they have just scratched the surface of retail and iLottery play, promotion and pay, and can focus on these areas, or strengthen, enhance, make more robust, what has been done to date, and add new initiatives.
4	3		Process for Submitting a Proposal, A. Proposal Submission, Deadline, and Location Instructions, 1	8	Would the Lottery please clarify how many copies of the Pricing Proposal it requires, beyond the one original, for the printed submission?	As noted in Section 3. B. 1. one original and five clearly identified printed copies of the Proposal, including all attachment. The Proposal means the Technical Proposal and the Price Proposal.
5	3		Process for Submitting a Proposal, A. Proposal Submission, Deadline, and Location Instructions, 1.	8	Would the Lottery please clarify whether Bidders are required to submit a flash drive copy of the Price Proposal with all confidential information fully redacted?	If there is confidential information, beyond pricing, as the Lottery does not deem pricing to be confidential, within the Price Proposal, then Bidders should submit a version that has the confidential information redacted.
6	4		8. Marketing	10	The Lottery seeks an iLottery partner who can: <ul style="list-style-type: none"> - Drive strategy, plan, create, execute and analyze customer retention efforts; - Create and manage an affiliate program; - Conduct or contract for research efforts; and - Provide a wide range of personalized bonus options to new and existing players. Please provide examples of the types of services NHLC expects and past examples of these types of services.	This question refers to the high-level scope of work. Bidders are encouraged to read through the full details of what the Lottery is looking for under Section G. pages 35-37. The Lottery will not provide past examples as the current retention program is managed by the current iLottery partner; research efforts thus far have been conducted by the current iLottery partner as noted in Round 1 questions and answers; the Lottery does not currently have an affiliate program to provide examples; and bonus options were also referenced in Round 1 questions and answers.
7	4		9. Retail Inclusion	10	Provide requirement details of what is included in payment build out (i.e., e-wallet?), crossover games (traditional draw or instant games?), promotions	The Lottery requests that if Bidders have experience with the items listed in Section H. items 1-4, that they provide details and results, where applicable. The Lottery is

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					(i.e., coupons cross channel or cross channel purchase requirements).	interested in knowing that Bidders have experience in these areas, what kind of experience they have, and what the results have been. Bidders are encouraged to address any and all experience they have with all four items, as well as any other applicable programs that have been more omni-channel in nature.
8	4		2. Scope and Specification Development	10	What are the precise specification documentation requirements and timeline expectations (i.e., NHLC's review period, vendor update period)?	<p>We will require all specification documentation along with demos and trainings by the assigned Bidder's team as specified in Section 5, C. 1 and Exhibit A, . A. Conditions for Assessment of Liquidated Damages, Installation/Conversion. The Lottery expects the successful Bidder to thoroughly scope the project and have the nuances documented in a series of specifications for the Lottery to review, provide feedback on, and eventually provide sign off indicating the spec is complete and accurate. The Lottery will partner with the successful Bidder to provide in-depth information as to the Lottery's rules, regulations, nuances, and history of the iLottery program. Specifications are intended to be used to guide QA and UAT and to provide the Lottery and the successful Bidder thorough detail of each part of the system and services. The timelines will vary depending on project kick-off, quality of initial specifications, depth of the item being reviewed. All changes needed and issues found shall be prioritized and addressed before the go-live date.</p> <p>After the go-live of the system, specifications must be developed by the successful Bidder for each system release and each</p>

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					enhancement, as noted in Section B, 11, page 22.	
9	4		12. Customer Support Center	11	<p>What is the current customer service demand / expected resource need? Can you provide more detail on days of operation M-F (hours noted in Section 5(B)(7) but not days) and the response / resolve time expectations?</p>	<p>In Exhibit 7 of the first round of RFP questions, the Lottery provided a breakdown of monthly contacts by channel for 2022. Depending on a Bidder's system and technology, as well as their finesse with customer service, will determine the resources needed. With the number of high jackpots last year, the Lottery believes the numbers provided in the first round of questions should be sufficient for Bidders to have an understanding of how they would plan and allocate resources. Though the Lottery did not indicate on page 11, Section 5.B.7. the days of operation, it is covered under page 41. The Lottery notes the following, "The Lottery requires the call center to be staffed and able to interact with players, at a minimum, from 8:00 AM to 12:00 AM ET daily, for 365 days of the year, Eastern Time." The Lottery did not specify response and resolve time, though will work with the successful Bidder on service level agreements. Bidders should note the Lottery takes customer support very seriously and does expect a high level of support and speedy response and resolution.</p>
10	4		11. Data and Analytics	11	<p>Please define and provide examples of NHLC expectations, listed in section 11, with respect to Data and Analytics?</p>	<p>This requirement is defined and detailed in Section 5 - Content and Requirements for Proposal, J. Data and Analytics, pages 39 and 40.</p>
11	5		Content and Requirements for Proposal, 4.	12	<p>This requirement states that "any services will be provided by a subcontractor or consultant" and that "the Bidder must state the name of the subcontractor or consultant."</p>	<p>This is confirmed.</p>

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					Would NHLC please confirm that only subcontractors or consultants that provide "Major Parts" need to be identified as part of our Proposal?	
12	5		A. Company Information, Capabilities, and Support, 5. Financial Capabilities	14	Would the NHLC please confirm if they would also like the un-audited financial statement requested in this section on the USB where the audited financial statements will be submitted?	The unaudited financial report can be submitted with the audited financial reports on the USB.
13	5		A. Company Information, Capabilities and Support 6. Research and Development Investment	14 and 15	What is the investment expectation? Also, what is NHLC's annual research investment and what types of research is completed? Can NHLC confirm it shares results with vendors?	NHLC does not have an annual research investment nor is there a NHLC research budget. As noted in Section 5. G. Marketing Support, the expectation of the selected Bidder is they collaborate with NHLC to suggest research opportunities. Research must be approved by the Lottery and can utilize the Marketing Fund. Research is generally shared amongst vendors and other lottery jurisdictions, unless the research was initiated by and for the vendor. However, the Lottery does expect, as detailed in Section 5. A. 6. that the successful Bidder initiates, conducts, and shares research on its own. The Lottery desires a partner that believes in conducting its own research in the industry or competing industries and shares that knowledge.
14	5		B. Gaming System, 3. Additional Gaming Operating System Security and Control Features and functions, k) Secure On-Site and Off-Site Storage	18	Would the lottery confirm that on-site and off-site storage only relates to core lottery transactions and files?	As noted in 5.B.3.k), "the System's critical files, software, and backup data, subject to approval of the Lottery" must have on and off-site storage. This must abide by MUSL rules and be approved by the Lottery. The Lottery will work with the successful Bidder to identify any critical files that have this requirement.

NHLC RFP LOT 2023-02 ROUND 2 QUESTIONS AND ANSWERS

15	5		B. Gaming System, 7. Performance Criteria, a)	19	Would the lottery consider updating the performance criteria in the RFP to reflect their previous response to allowing scalable solutions to meet performance metrics?	No, as mentioned in our last response we would like to get proposal that recommends a cloud solution that is aligned with right-sized metrics for the traffic, with the ability to quickly scale. Bidders must include how quickly they can scale and what is necessary to do so.
16	5		B. Gaming System, 7. Performance Criteria, e)	19	Would the lottery please consider the response time requirement of less than one (1) second from enter-to-send to be measured at the API layer once it arrives at the iLottery gaming platform, due to there being network and other controls regarding the players connection to the internet that are outside the vendor's control?	Yes, as long as it is defined and doesn't impact the game rules and overall performance.
17	5		B. Gaming System 7. Performance Criteria	19	Can NHLC share current iLottery performance load for national jackpots at \$300m+ jackpots in \$100m increments up to \$2b?	The Lottery does not have this information.
18	5		B. Gaming System 7. Performance Criteria	19	What are the assumptions around the increase to 10m unique wagering accounts (NH population 1.4m)?	Though the population of NH is approximately 1.4 million, the Lottery permits accounts from any US citizen, as long as they have a social security number. Additionally, the 10 million is over the life of the contract, where NH's population may increase, new players will be eligible to play (those who are under 18 now will eventually turn 18). The Lottery does not want to be in a situation where there is not sufficient ability to provide accounts that are needed.
19	5		B. Gaming System, 10. Drawing Controls, c. Drawing Information	21	Would the NHLC please clarify define "pool status" mentioned in vii?	Pool status would indicate if the pool is active or not.

NHLC RFP LOT 2023-02 ROUND 2 QUESTIONS AND ANSWERS

20	5		B. Gaming System, 10. Drawing Controls, d) Manual Dual Entry	21	Can the Lottery confirm that the requirement is for entry screens of the successful attempts to be automatically logged instead of printed?	Yes, the entry screen shall log all attempts including successful and failed.
21	5		B. Gaming System, 9. Internal Control System	20	For the ICS vendor, would NHLC consider ISO 27001 certificate instead of System and Organization II (SOC II) report for the initial phase of the deployment?	No, a SOC II report is necessary for the ICS system.
22	5		C. Portal and Player Account Management and Migration	23-25	Would the Lottery please convey whether any parts of the current portal are API-based as opposed to widgets?	The integration between NHLC's website and the iLottery is all widget based.
23	5		C. Portal and Player Account Management and Migration	23-25	Would the lottery please list all the widgets that are currently in use for their iLottery solution?	The Lottery is not able to speak to the solution currently provided. The Lottery is looking to Bidders to know the technology that is necessary to provide the requested solution. If Bidders cannot provide a code-based widget solution, please detail the solution that can be provided.
24	5		C. 1. Portal Integration	23-25	Provide details of existing widgets requiring integration.	Code enabled widgets are JavaScript client to client framework that are imbedded into the CMS of the Lottery's website to support the Bidder's services (for the PAM). There are client interfaces that provide the ability to open the widget and get the information necessary. For each action a player does, there is code to support this on the backend to trigger the action between the UI to the Bidder's PAM. The website vendor/Lottery would reserve space on the website for the user interface via the CMS.
25	5		C. 1. Portal Integration	24-25	Please define the term "highly personalized communications."	In this section, the highly personalized communications within the Portal include offers specific to that player, alerts for the player (regarding prizes won in the most recent draw, pending prizes), new game offers

NHLC RFP LOT 2023-02 ROUND 2 QUESTIONS AND ANSWERS

					that are similar to what the player usually plays (...you might also like...), welcome back messages if the player has not logged in for X number of days or similar. The Lottery is interested in knowing what type of personalized system or marketing communications are available by the Bidders and how personalized they are able to make them.
26	5		D. Claims and Payments, 2. Claims	26	<p>Would the Lottery please specify the specific compliance checks (third-party integrations, manual review, etc.) to be conducted by the Bidder in conjunction with the Lottery?</p> <p>When a claim is made, the claimant must be verified before the claim can be approved. This includes verifying the identity of the person, ensuring the name, address, and other PII information matches, the full SSN is on record and is verified, as well as confirming that payment information matches. What threshold is the prize at? Is it an annuity prize? If taxable, are the correct taxes removed? Is there a security hold for any reason? Additionally, the Lottery must verify the claimant does not owe child support and currently must manually verify this. All prizes of \$600 and greater must be dual verified by Lottery personnel, in addition to a security and compliance check on the Bidder's side as the Merchant of Record. Bidders should have experience as the MoR and know what PCI-DSS compliance checks and at what levels are necessary. It is the Bidder's responsibility to know what compliance checks are necessary for state and federal as the MoR to ensure the security of payment information, prizes and the system in general. Prizes of \$10K and greater are also physically verified as they must come to Lottery headquarters and present their claim, after first initiating it</p>

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						through the system. Currently the Lottery processes are manually conducted/verified and updated in the iLottery system, but the Lottery is open to other non-manual but highly secure solutions.
27	5		D. Claims and Payments, 2. Claims, 2.	27	Would the Lottery please specify which components of the Claims section are to be checked as part of the "Backend Compliance Check?"	Compliance is responsible for constantly checking players activity at the backend to ensure there is no fraudulent behavior. This includes login attempts, payment methods used and account verification document uploads for withdrawal process.
28	5		D. Claims and Payments, 2. Claims, 2.	27	Would the Lottery please clarify what is meant by "Backend Compliance Check?"	Compliance is responsible for constantly checking players activity at the backend to ensure there is no fraudulent behavior. This includes but is not limited to login attempts, IP address attempts, payment methods used, PII verifications, and account verification document uploads for withdrawal process.
29	5		D. Claims and Payments, 3. Payment Issuance, 4. Claim Center Prize Payment, 6.	28	Can the Lottery clarify where printing equipment, including Magnetic Ink Character Recognition (MICR) Printers, is expected to be located?	As per our current claim process all winnings greater than \$10,000 need to be claimed at NHLC HQ. Therefore, we will need to set-up a system compatible printer here at the Lottery office.
30	5		F. Games 2. Systemic Management and Third-Party Integration	31-32	Who is responsible / accountable across the product development process from third party suppliers, i.e., Vendor or NHLC?	Vendors will be ultimately responsible in managing the 3 rd party game providers that are contracted through them. However, the Lottery will work in conjunction with the team to implement all projects and ensure overall collaboration.
31	5		F. Games 2. Systemic Management and Third-Party Integration	31	What is the expected number of third-party game providers and integration timeline expectations?	The Lottery does not have an expectation for the number of game providers, but does desire to work with a variety of game providers, as long as games offer a unique value proposition, theme, game style, etc. to our players and are secure and are certified against GLI-19. NH has an inclusive attitude

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						toward games, and believes variety of vendor and games is beneficial, but consistency in documentation internally and player facing is key. As for integration timeline, the Lottery does not expect all potential game providers to be integrated at go-live. Rather, the Lottery fully expects that over the course of the contract there will be emerging studios that have entertaining content to provide that can then be integrated. For each integration the Lottery, the successful Bidder and the 3rd party must work together on a timeline to ensure integration is swift and can meet any launch expectations. The exception for this, is if the NH Lottery extends its current contracts with IWG and NPI. If the Lottery and those vendors extend, then the integrations and their games must be available for go-live.
32	5		F. Games 3. e-Instants	32-33	Is there an expected number of games per launch (notes a frequency of bi-weekly but not count of games)?	The Lottery currently launches one game every two weeks.
33	5		F. Games	31-34	In this requirement, the NHLC requests that Vendor will "provide a content aggregator and to also recommend and suggest, integrate, contract with, and manage third party game providers" on behalf of the Lottery. Would the NHLC please clarify if the cost of the third-party content providers are to be charged to the NHLC as a pass through, or if otherwise would the Lottery please explain the envisioned model with regards to third-party content cost?	In Exhibit B. Price and Payment Schedule, Bidders will see a Pricing Table for Supplemental e-Instant pricing. All costs for the Bidder's games (above the required base game inventory), as well as 3rd party games (brought on and managed through the Bidder's content aggregator or as a 3rd party via API but is still contracted through and managed by the successful Bidder) should be noted here. As a reminder, the costs are in U.S dollars, not a percentage of NGR or otherwise. Please see Addendum 3 for additional information.

NHLC RFP LOT 2023-02 ROUND 2 QUESTIONS AND ANSWERS

34	5		F. Games, 3. e-Instants, 14.	33	Would the NHLC please clarify the exact format/content requested here; specifically, what is "stack ranked" format (table, graph, chart...)? For example, would the Lottery prefer our "stack rank" simply show the games by name, or are any other metrics like dollar amount, percentage of total NGR requested for each game, etc.	For each location where your games are deployed, rank your top 25 games among the available games in that market by gross sales, and list the percentage of the total gross sales that your games generate.
35	5		G. Marketing Support and Services, 1. Marketing Support	35	In order to develop the Marketing Plan required with the Proposal, would the NHLC please provide Bidders with the marketing budget amount to support the iLottery marketing plan for the first 12 months of the contract?	Our budget for FY24 (July 1, 2023 to June 30, 2024) has yet to be finalized. However, in FY22 \$1.1 million was spent on iLottery and in FY23 approximately \$850,000 was spent directly on iLottery.
36	5		J. Data and Analytics, 4	39	Would the Lottery please specify the frequency, range of specific data elements, format, and scope of data extract projects it will require of its Vendor?	The Lottery expects the Bidder will complete the initial load of data from the various data sources to the warehouse . Future updates are expected to be via nightly batch files to keep the records and data updated. We look to Bidders to detail their capability to do the initial transfer of data and how they propose it should be done using the tools they have.
37	5		K. Customer Support Center	41	Regarding the inbound contacts already provided by the Lottery (exhibit 7 of the responses to the first round of questions), would the Lottery be able to provide a pattern of inbound volumes, e.g., number of calls/chats/emails received by hour or by shift?	The Lottery does not have this information by day parts or shift. However, if Bidder's provide this service for other Lotteries, the Lottery believes the patterns would be similar.
38	5		K. Customer Support Center	41	Would the Lottery be willing to share the current staffing/scheduling of the CSC Agents and the current Service Levels that the CSC is delivering?	The Lottery does not have this information.

NHLC RFP LOT 2023-02 ROUND 2 QUESTIONS AND ANSWERS

39	5		K. Customer Support Centre	41-42	Please provide the calls/emails/webchat volumes for the prior three years.	In Exhibit 7 of the Round 1 Questions, the Lottery provided the volumes for the past year. The Lottery is not able to provide additional years at this time. However, given the number of jackpot runs and large jackpots last year, the Lottery believes this is a good representation of expected volume.
40	5		M. Staffing, 1. Proposed Conversion Team, 6. Compliance and 2. Proposed Account Team for Contract Duration, 8. Compliance	44 and 45	Would the Lottery please clarify its expectations for the role and responsibility of the Compliance position for both the Conversion Team and the Account Team?	Given that the security and integrity of the system and services is a key factor, the Lottery believes a security/compliance perspective is important in the conversion to ensure compliance concerns are addressed as the systems are built out and integration occurs. Additionally, ensuring the Compliance checks occur as necessary throughout each project phase is key. The Compliance role is not necessarily a front lines member of the Account Team, but it is an important role as the Lottery prefers to have a Compliance Lead to confer with for security, fraud, RG, or other reasons. With Compliance being a key part of the Claims process and monitoring the integrity of the system, the Lottery believes this is standard. For each project stream or subject area, the Lottery will provide a representative, so both the successful Bidder and the Lottery have a direct point of contact as a subject matter expert. The Lottery is interested in understanding Bidder's perspective on the role of Compliance in conversion and account team.
41	5		M. Staffing, 1. Proposed Conversion Team, 7. Finance-Claims, Payments and	44 and 45	Would the Lottery please clarify its expectations for the role and responsibility of the Finance position for both the Conversion Team and the Account Team?	The Lottery believes that system conversions and account teams should have a subject matter expert to lead that project stream and be accountable for the tasks associated with it. For each area noted, the Lottery will have the

NHLC RFP LOT 2023-02 ROUND 2 QUESTIONS AND ANSWERS

			2. Proposed Account Team for Contract Duration, 10. Finance			same counterpart so the successful Bidder as well as the Lottery have a direct point of contact to ensure the subject area is covered from system development, specification review, payment reconciliation, and more.
42	5		N. Invited Options, 5. Player Support Combined	47	Would the Lottery please confirm that the "Designated call center team for New Hampshire" requirement can be satisfied using a team that is trained to answer and handle New Hampshire player calls?	The Lottery believes it is advantageous to have some staff who specialize in New Hampshire, as each jurisdiction is unique. However, given the size of NH, the Lottery fully understands that a 100% dedicated staff to work 8AM to Midnight, 7 days a week, 365 days a year is not realistic, so the Lottery is amenable to staff who are trained for New Hampshire but we do request that staff working for NH on any particular shift are solely focused on NH.
43	5		N. Invited Options, 5. Player Support Combined	47	With reference to the statement, "Additionally, are Bidders able to integrate the NHLC into their Customer Support Center software solution to add software licenses to enable the NHLC and the Bidders Customer Support Team to work as one team to better assist and understand NHLC iLottery players." We interpret this to mean that the Lottery is seeking the ability to access to our CRM tool to see documented cases of communications; is this interpretation correct?	Yes, the Lottery would like access to access the details of documented cases. Also, the Lottery is interested in seeing and being able to update the CRM system for a seamless process, as it will inevitably receive calls and emails from players. Though the Lottery would transfer some calls and emails to the successful Bidder's combined call center, at time it may necessitate the Lottery provide the answer or assistance to the player. In those situations, the Lottery would like to document it in the shared CRM. The successful Bidder may also receive inquiries that need to be assigned to the Lottery for resolution via the CRM, which could then be tracked.
44	6		Price Proposal	49	Would the Lottery please specify which fees for external services (Banking, Geo Location, KYC, etc.) should be included in the submitted price?	All fees for external services should be considered in the submitted price.
45	6		Price Proposal	49	So that Bidders can accurately account for, and not over-inflate, these costs in	The Lottery expects all data elements to be migrated from player account information,

NHLC RFP LOT 2023-02 ROUND 2 QUESTIONS AND ANSWERS

					<p>their Price Proposals, could the Lottery please specify:</p> <p>i. The data elements that it expects to be migrated, and</p> <p>ii. The reach-back time period that will need to be converted?</p>	<p>play history, deposits, bets, withdrawals, game sales, wins, draws, etc. The reach back time to be converted should be from September of 2018, when the iLottery program began, so all historical data is in one place for the Lottery as well as for players.</p>
46	6		Price Proposal	49	<p>Regarding the data migration process, has the Lottery considered that the existing solution will go through a step-down process for all active draw games to limit player inconvenience when the new system comes online?</p>	<p>Yes, the Lottery has considered that.</p>
47	6		Price Proposal	49	<p>Would the Lottery please confirm our understanding that the successful Bidder is required to:</p> <p>i. Integrate with the Lottery's current mobile application provider and</p> <p>ii. Include the Bidder's costs for its integration with such mobile application provider in its pricing proposal or please specify otherwise?</p>	<p>Yes, the successful Bidder is required to integrate with the Lottery's mobile application provider. Yes, Bidders must take integration, conversion, and data migration costs into consideration when preparing the Price Proposal.</p>
48	7		Evaluation of Proposals, A. Criteria for evaluation and scoring D. Claims and Payments	50	<p>With respect to iLottery Wallet and claim center payments, would the Lottery please confirm our understanding that funds are to be held in a bank account by the Vendor for the benefit of the NHLC and its players and for the Vendor to reconcile those funds?</p>	<p>Yes, that is correct.</p>
49		A	Standard Terms and Conditions Agreement, 13. Indemnification	61	<p>Would the NHLC be willing to consider incorporating language that limits Contractor's indemnification requirements and liability in situations that are in any manner related to or caused partly or wholly by anyone other than Contractor, or Contractor's</p>	<p>No.</p>

NHLC RFP LOT 2023-02 ROUND 2 QUESTIONS AND ANSWERS

					subcontractors (i.e. each party will be liable to the extent that it was caused by such party and provided that such liability is proportional to the degree of comparative fault of the party)?	
50		A	Standard Terms and Conditions, Section 1 - General Provisions, 14. Insurance, 14.3	62	This section states that a certificate of insurance shall be attached and incorporated by reference, whereas section 14. Insurances on p. 67 of the RFP states that certificates of insurance should be furnished to the Lottery on the date of contract execution. Can the Lottery please confirm that we are not required to submit a certificate of insurance alongside our bid response?	Certificates of Insurance need not be provided with the proposals. These certificates will be required at the time of contract execution.
51		A	Standard Terms and Conditions, Section 1 - General Provisions, Introduction, 14. Insurances, c.	67	Can the Lottery confirm it will accept evidence of crime insurance coverage in lieu of a fidelity bond (industry standard)?	The Lottery is willing to discuss the form of coverage during contract negotiations.
52		A	Section 1 - General Provisions, 27. Contract Warranties & Representations, Service Level Agreements and Liquidated Damages	71	Liquidated damages are proposed for failure to meet service levels rather than the application of service credits which is the industry norm in iLottery contracts. Will the Lottery consider a service level credit model rather than resorting to liquidated damages?	The Lottery prefers the liquidated damages structure identified in the RFP.
53		A	Standard Terms and Conditions, Introduction, 27. Contract Warranties & Representations, Service Level Agreements and Liquidated Damages	71	This Bidder believes the liquidated damages in the RFP are generally acceptable, however, due to the dependency on the service level agreements, would the NHLC please confirm that LDs are subject to negotiation as the service level agreement is finalized?	The "Conditions for Assessment of Liquidated Damages" set forth in Section 27A are not intended to be the subject of negotiation. Service Level Agreements will be negotiated as identified in Section 27B.

NHLC RFP LOT 2023-02 ROUND 2 QUESTIONS AND ANSWERS

54		A	Standard Terms and Conditions, 27. Contract Warranties & Representations, A. Conditions for Assessment of Liquidated Damages, Installation/Conversion – Milestone 2	71	Would the Lottery please confirm our understanding that the criteria required to pass User Acceptance Testing will be negotiable between the successful Bidder and the Lottery?	No. NHLC understands that minor issues can be found during the UAT process. However, the software shall be fully tested before kick-starting its review and adhere to given timelines.
55		A	Standard Terms and Conditions, 27. Contract Warranties & Representations, A. Conditions for Assessment of Liquidated Damages, Installation/Conversion – Milestone 4	71	To aid in pricing, would the Lottery please specify the duration they expect “hyper care” to last post go-live?	Given that this could be the first conversion in the US for iLottery (that NH is aware of), the Lottery does not have experience to speak exactly to this. However, given the level of integrations, data migration and potential for challenges, the Lottery expects hypercare to last for 90 days.
56		A	Standard Terms and Conditions, 27. Contract Warranties & Representations, A. Conditions for Assessment of Liquidated Damages, Warranty on Viewing Previous Wagers	75	Does viewing dynamic replay of wagers on any one platform also include draw game results for standard draw-based games (e.g., Powerball, Mega Millions, etc.) and, if so, would the Lottery please provide an example of a dynamic replay from their current system for draw games?	No, the dynamic replay does not include draw games.
57		B	Price and Payment Schedule, Base System and Services Pricing	85	Can the Lottery confirm that integration costs for third-party game providers can be passed through to the Lottery?	Integration costs for vendors who the Lottery directly contracts with, as noted in Round 1 questions, are the responsibility of the 3rd party game provider. The RFP notes in Section 5. F. 2. that “the vendor/third-party game provider being integrated is responsible for integration costs.” But if a Bidder chooses otherwise, that is a decision for the Bidder to determine how to manage their business.

NHLC RFP LOT 2023-02 ROUND 2 QUESTIONS AND ANSWERS

						However, the Lottery will not be responsible for any integration costs.
58		B	Price and Payment Schedule, Base System and Services Pricing	85	<p>We do not believe that structuring the pricing so that the Contractor must pay the third-party content providers from the Base Pricing schedule is in the best interest of the Lottery. This is because the Lottery's and the Contractor's business interests are not aligned to support the broadest possible content choice, specifically, it may not be commercially viable for the Contractor to procure and pay for premium-priced content. Additionally, the Contractor's own content cost may be much less than the cost of acquiring third-party content. The net result is that the Contractor should necessarily favor its own content and/or lower-priced third-party content.</p> <p>We strongly recommend that the Lottery remove the third-party content cost from the Base Pricing line item. The cost of third-party content would be mutually negotiated between the Lottery, the third-party content provider and the Contractor, and the actual cost of that content will be passed on to the Lottery, in addition to the Base Pricing. We confirm that in the case of this structure being accepted by the Lottery, there is no need to change the contracting structure. The Contractor can complete all contracting work with third-party content providers.</p>	<p>The base system pricing includes the cost of hosting and management of third-party game providers, but does not include the cost for the content, i.e. the games. In Exhibit B. Price and Payment Schedule, Bidders will see a Pricing Table for Supplemental e-Instant pricing. All costs for the Bidder's games beyond the base games required in the Scope of Work, as well as 3rd party games (brought on and managed through the Bidder's content aggregator or as a 3rd party via API but is still contracted through and managed by the successful Bidder) should be noted here. As a reminder, the costs are in U.S dollars, not a percentage of NGR or otherwise.</p>

NHLC RFP LOT 2023-02 ROUND 2 QUESTIONS AND ANSWERS

59			General Question		Would the Lottery be willing to consider granting an extension to the submission date of Proposals?	No. At this time, the Lottery will not consider an extension.
60			NHLC RFP LOT 2023-02 Round 1 Questions and Answers, Question Number 109	28	Would NHLC please reconsider amending the pricing base for Draw Games to a % of ticket sales or theoretical NGR, for multi-jurisdictional games at a minimum, as the NGR that transacted through NHLC's platform may be significantly different from the overall prize payout percentage of the entire game? As an example, if the grand prize for a Powerball or Mega Millions game was won with a ticket purchased on the platform, the resulting prize paid would significantly exceed the ticket sales amount on the platform, resulting in a substantial negative NGR.	Yes, the Lottery will amend the pricing to reflect the total gross sales for draw games. Please see attached Addendum 3.
61			NHLC RFP LOT 2023-02 Round 1 Questions and Answers, Question Number 74	19	Can the Lottery please confirm which integrations are expected to support the required workflows?	At time of launch, the Lottery believes the only integration between the Bidder's system and the Lottery's CRM would be to get select player information which includes their interactions and resolutions with the Bidder's player support center.
62			Round 1 Q and A Question 99 and Exhibit A Standard Terms and Conditions, 13. INDEMNIFICATION FROM INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS	N/A and 66	Given the rate at which e-Instant games are deployed, and the quick turnaround needed, would the Lottery be willing to negotiate the documentation requirements to support a thorough search for each game title that must be submitted to the Lottery at least two weeks prior to game launch?	No. The Lottery must have trademark letters on file in the timeline noted so we do not launch a game with a name that is already trademarked. The Lottery must be able to see the complete game as it would look in PROD in UAT, including the game name and logo.
63			Round 1 Q and A	N/A	In the interest of ensuring that all Bidders can submit their most	The Lottery currently has, and may continue to have, a direct contract with IWG and NPI

NHLC RFP LOT 2023-02 ROUND 2 QUESTIONS AND ANSWERS

			Question 114 Follow-up		competitive pricing, would the Lottery please confirm that Bidders should exclude the current third-party content providers' (NPI and IWG) fees from their pricing?	through 2027, if the Lottery and the two game providers choose to extend the current contract past June 30, 2025. The costs for the games provided through the two vendors are covered under a separate contract until the dates noted above. After that time, it is unknown if the Lottery will choose to issue a new RFP for e-Instant games for direct integration. At this time, Bidders are advised to NOT include the costs for IWG and NPI games as they are paid directly by the Lottery.
64			Round 1 Q and A Question 22 Follow-up		Due to the potential volume and size of financial statements, would Lottery please confirm if it is acceptable for bidders to include financial statements via PDF only on a USB as part of the technical proposal.	Submission in a PDF form on USB would be acceptable.

STATE OF NEW HAMPSHIRE NEW HAMPSHIRE LOTTERY COMMISSION
iLOTTERY SYSTEMS, GAMES, AND SERVICES

RFP LOT 2023-02

ADDENDA 3

Exhibit B. Base System and Services Pricing is amended as follows:

DELETE:

Out of the total base system and services points of 180, the Lottery will assign 75%/135 points of Net Gaming Revenue pricing to e-Instants and 25%/45 points to draw games. Pricing must be based on a percentage of NGR. NGR is gross sales minus prizes and bonuses.

NGR = Gross Sales – (Prize payout + Bonuses)

The pricing submitted based on percentage of NGR for draw games and e-Instant shall be considered the base system pricing. The base system pricing includes all systems and services, including, but not limited to the system and services conversion and data migration, scope and specification development, gaming system (primary and backup), player portal and player account management, back office systems, claims and payments, research and development, ICS, draw operations services, hosting and management of third party game providers, providing strategic games direction, at least 11 OTS and 1 bespoke games each year, any and all draw games added over the term of the contract, marketing support, CRM and analysis, affiliate program management, retail inclusion, player app and rewards program integration, data warehouse, reporting, analysis and associated items, customer support center, responsible gambling support and services, conversion and contract duration staffing, and dedicated iLottery marketing director staffing.

The following formula will be used to assign points for costs:

Bidder's Price Score = (Lowest Proposed Price / Bidder's Proposed Price) x Number of Points for Score

For the purpose of use of this formula, the lowest proposed price is defined as the lowest price proposed by a Bidder who has scored above the minimum necessary for consideration on the Technical Score.

Section 6 – Base Pricing Table	
Net Gaming Revenue Pricing	
Item	% of NGR
NGR - Draw Games (25% of total NGR)	
NGR - e-Instants (75% of total NGR)	

ADD:

Out of the total base system and services points of 180, the Lottery will assign 75%/135 points of Net Gaming Revenue pricing to e-Instants and 25%/45 points to draw games. Pricing must be based on a percentage of NGR for e-Instants and **percentage of gross sales for draw games**. NGR is gross sales minus prizes and bonuses.

The pricing submitted based on percentage of NGR for e-Instants and **percentage of gross sales for draw games** shall be considered the base system pricing. The base system pricing includes all systems and services, including, but not limited to the system and services conversion and data migration, scope and specification development, gaming system (primary and backup), player portal and player account management, back office systems, claims and payments, research and development, ICS, draw operations services, hosting and management of third party game providers, providing strategic games direction, at least 11 OTS and 1 bespoke games each year, any and all draw games added over the term of the contract, marketing support, CRM and analysis, affiliate program management, retail inclusion, player app and rewards program integration, data warehouse, reporting, analysis and associated items, customer support center, responsible gambling support and services, conversion and contract duration staffing, and dedicated iLottery marketing director staffing.

The following formula will be used to assign points for costs:

$$\text{Bidder's Price Score} = (\text{Lowest Proposed Price} / \text{Bidder's Proposed Price}) \times \text{Number of Points for Score}$$

For the purpose of use of this formula, the lowest proposed price is defined as the lowest price proposed by a Bidder who has scored above the minimum necessary for consideration on the Technical Score.

Section 6 – Base Pricing Table	
Item	%
NGR - Draw Games (25% of total draw gross sales)	
NGR - e-Instants (75% of total NGR)	

Section 7, D. Initial Technical Scoring of Proposals is amended as follows:

DELETE:

Supplemental e-Instant Pricing

Bidders will be awarded a maximum of 20 points, or 10% of the total Price Proposal score for supplemental e-Instant games.

Beyond the minimum of 11 OTS and at least 1 bespoke game a fiscal year provided as part of the base price, Bidders must list the cost in U.S. dollars for additional e-Instant games. For definitions of each Game Category below, Bidder must see Appendix C e-Instant Definitions.

All costs below must be presented in a total cost for a single game in U.S. dollars. Points will then be awarded based on the formula of:

Bidder's Price Score per Category = (Lowest Proposed Price per Category / Bidder's Proposed Price per Category) x Number of Points for Pricing Category

Section 6- Supplemental e-Instant Pricing Table		
Fee Pricing		
Game Category	Cost (in U.S. Dollars)	Points
Off the Shelf		10
Customized		2
Makeover		2
Bespoke/Tailor Made		6

ADD:

Supplemental e-Instant Pricing

Bidders will be awarded a maximum of 20 points, or 10% of the total Price Proposal score for supplemental e-Instant games.

Beyond the minimum of 11 OTS and at least 1 bespoke game a fiscal year provided as part of the base price, Bidders must list the cost in U.S. dollars for additional e-Instant games. **Additional e-Instant games are games provided by the Bidder directly from their studio or from third party game providers that the Bidder is responsible for managing.** For definitions of each Game Category below, Bidder must see Appendix C e-Instant Definitions.

All costs below must be presented in a total cost for a single game in U.S. dollars. Points will then be awarded based on the formula of:

Bidder's Price Score per Category = (Lowest Proposed Price per Category / Bidder's Proposed Price per Category) x Number of Points for Pricing Category

Section 6- Supplemental e-Instant Pricing Table		
Fee Pricing		
Game Category	Cost (in U.S. Dollars)	Points
Off the Shelf		10
Customized		2
Makeover		2
Bespoke/Tailor Made		6

STATE OF NEW HAMPSHIRE NEW HAMPSHIRE LOTTERY COMMISSION
iLOTTERY SYSTEMS, GAMES, AND SERVICES

RFP LOT 2023-02

ADDENDA 4

SECTION 1 – Overview and Schedule. B. Schedule of Events, is amended to extend the estimated timeframe for Bidder Oral Presentations and Interviews, as well as the events following. See below for the updated schedule:

EVENT	DATE	Eastern Daylight Time UTC-4
RFP Released to Bidders (Advertisement)	June 12, 2023	
Bidder's Inquiry Period End (1 st round)	June 23, 2023	4:00 PM
Lottery Written Responses Issued (1 st round)	July 10, 2023	
Bidder's Inquiry Period End (2 nd round)	July 17, 2023	4:00 PM
Lottery's Written Responses Issued (2 nd round)	July 25, 2023	
Deadline for Proposal Submission	August 9, 2023	4:00 PM
Estimated Timeframe for Bidder Oral Presentations and Interview (if applicable)	September 25-October 6, 2023	
Final Technical and Price Scoring	October 9-October 13, 2023	
Estimated Notification of Selection and Begin Contract Negotiations	October 16, 2023	
Estimated Date of Approval of Final Contract	December 6, 2023	

Exhibit E

Contractor Response to NHLC RFP Lot 2023-02

The Contractor's Response to RFP Lot 2023-02 dated August 9, 2023 is incorporated by reference as Exhibit E.

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Transmittal Letter

Price and Payment Schedule



August 9, 2023

Lynda Plante
Chief Operating Officer
New Hampshire Lottery Commission
14 Integra Drive
Concord, NH 03301
Email: lynda.e.plante@lottery.nh.gov

**RE: New Hampshire Lottery Commission's RFP for iLottery Systems, Games, and Services
(RFP LOT 2023-02)**

Dear Mrs. Plante,

NeoGames US LLP ("NeoGames") is pleased to submit our Price Proposal to the New Hampshire Lottery Commission's RFP for iLottery Systems, Games, and Services.

Should the Lottery have any questions pertaining to our Price Proposal, please contact:

Chris Shaban
Executive Vice President of Business and Customer Development
20 Cabot Boulevard
Suite 300
Mansfield, MA 02048
Tel: +1 (401) 339-3721
Email: chris.shaban@neogames.com

Sincerely,

Moti Malul
Chief Executive Officer
Tel: +972 54 202 6881
Email: moti.malul@neogames.com
<https://neogames.com/>



NeoGames US LLP
20 Cabot Blvd, Suite 300
Mansfield, MA 02048
[Neogames.com](https://neogames.com)

Exhibit B

Price and Payment Schedule

Base System and Services Pricing

NeoGames confirms that our base price includes all items listed in the Base System and Services Pricing requirement of this Exhibit B – Price and Payment Schedule. In the following bulleted list, we have made a few additional clarifications:

- Integration with IWG is included in NeoGames' base price (excluding the price of IWG's content) to be available at Go Live
- Note that our base pricing for e-Instants refers only to content from NeoGames Studio and Wizard Games
- Our base price includes games at go live from two different studios – NeoGames Studio and Wizard Games – with at least 12 games from each, to be selected by the Lottery
 - This includes at least 11 OTS games and one bespoke game from each studio, as requested by NHLC
- Integration is included to any other third-party party that will be selected by NHLC directly or through the Offered Option of third-party content in Section 5.O, Offered Option
- NeoGames' base price includes 3,000 hours for system enhancements each fiscal year (which is 1,000 hours– or 50% more – than the 2,000 hours requested by the Lottery in Section 5.B.11, System Enhancements and Change Management)
- Our base price includes an omni customer support center (CSC) to span iLottery, retail, and loyalty customers, as described further in Section K, Customer Support Center

We have filled in the Base Pricing Table below.

Section 6 - Base Pricing Table	
Item	%
NGR - Draw Games (25% of total draw gross sales)	5.90%
NGR - e-Instants (75% of total NGR)	16.30%

Figure 1.

Supplemental e-Instant Pricing

As mentioned in the Base System and Services Pricing section above, NeoGames Studio and Wizard Games content are included in our base price.

We have filled in the Supplemental e-Instant Pricing Table below.

Note that NeoGames suggests further discussions on the information in the table below with the NHLC to consider revenue share pricing for the various levels of customization as a replacement for fee pricing, or a hybrid of both.

Section 6 - Supplemental e-Instant Pricing Table		
Fee Pricing		
Game Category	Cost (in U.S. Dollars)	Points
Off the Shelf	\$0	10
Customized	\$20,000	2
Makeover	\$40,000	2
Bespoke/Tailor Made	\$80,000	6

Figure 2.

Non-Scored Items

Since many items in Section N, Invited Options, and Section O, Offered Options, will require further scoping between NeoGames and the NHLC (should one or more of those options be selected), we have suggested "TBD" pricing for many of the items listed below in order to show our willingness to discuss further with the Lottery and come to an agreed-upon approach that will benefit the NHLC the most.

Invited Options - Pricing Table	
Item	Cost
Suggested Staff	TBD - Based on position(s) role and seniority
Player App & Rewards Program	TBD - Pricing will be provided once scope agreed upon between NeoGames and the NHLC. Pricing can be based on fixed fee, or on additional revenue share on top of base pricing, or a hybrid of both
Player Acquisition Marketing	TBD - Combined pricing of fixed minimum fee and a percentage of marketing budget managed by the acquisition team

Invited Options - Pricing Table	
Item	Cost
Omni Wallet	TBD - Pricing will be a percentage of deposits into the e-Wallet and which are used for purchases at retail. We see this in a range of 2.5-5%, depending on the deposit mean, or a set percent as average to the range
Player Support Combined	Free of charge for the NHLC (cost absorbed by NeoGames)
Enhanced Technology Education Opportunities	Free of charge for the NHLC (cost absorbed by NeoGames)

Figure 3.

Additional Invited Pricing

Cost Per Hour for Enhancement Development (Section 5.B.11)

Every additional development hour that the NHLC requests over the 3,000 hours included in our base price will be an additional \$220 per hour.

Additional Pricing

Third-Party Content

As described in Section O, Offered Options, the pricing for third-party content will depend on which model the NHLC chooses the **flexible pricing per third-party option**, we envision the price range to be between 6-10% of NGR. If the fixed revenue share for all providers option is selected by the Lottery, then it will be in that range. NeoGames is willing to discuss further any other model that the NHLC may propose in this area. The agreed upon pricing will be above and beyond that base pricing.

In this context, we also envision bringing the NHLC Virtual Games in the same pricing method that will be selected by the Lottery

e-Instants to Retail Game Conversion

Should the NHLC wish to convert a NeoGames Studio e-Instant game to a retail scratch ticket game, this would be free of charge and included in our base price, provided that the game includes relevant omni channel elements (such as a promo code for online game, unlocking game features, or similar). This would exclude any games that are licensed properties as they may become available by NeoGames in the future.

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that NEOGAMES US LLP is a Delaware Limited Liability Partnership registered to transact business in New Hampshire on April 25, 2024. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 960844

Certificate Number: 0006686862



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 10th day of May A.D. 2024.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State



May 26, 2024

Certificate of Authority

I, Iris Etgar, hereby certify, as General Counsel, that Moti Malul is authorized by Neogames US LLP's governing documents to execute contracts on behalf of the company. Such authority was in effect on May 12, 2024, which is the date of signature of the agreement by and between the New Hampshire Lottery Commission and Neogames US LLP and remains in effect as of the date of this certificate.

Iris Etgar
Executive Vice President, Legal Affairs, General Counsel & Compliance

Iris Etgar



NeoGames US LLP
20 Cabot Blvd, Suite 300
Mansfield, MA 02048
Neogames.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/10/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Nexus Partners Insurance 1475 S. Price Road, Chandler, AZ 85286	CONTACT NAME: Colleen DeWitt PHONE (A/C, No, Ext): (800) 409-8958 E-MAIL ADDRESS: certs@vensure.com FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE
INSURED Vensure HR, Inc L/C/F NeoGames US, LLP 1475 S. Price Road Chandler AZ 85286	INSURER A: StarStone National Insurance Company NAIC # 25496
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 10047429 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	T80240001-356	01/01/2024	01/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Coverage provided for all leased employees but not subcontractors of: NeoGames US, LLP
Client Effective: 03/01/2021

CERTIFICATE HOLDER Informational Purposes Only	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Jodie R. Kramer Cole <i>Jodie R. Kramer Cole</i>

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BMO Bank N.A.

C/O Bank of Montreal
250 Yonge Street 11th Floor
Toronto, Ontario M5B 2L7
Tel: 1-877-801-0414
Fax: 1-877-801-7787
SWIFT: HATRUS44

13300 Crossroads Parkway North | SC-XRD-2W-G
City of Industry, CA 91746-3417
Tel: 1-888-600-8723
SWIFT: HATRUS44

**Irrevocable
Standby Letter of Credit No.: HACH7161720S**

Date of Issue: MM.DD.2024 - +++ dft for approval +++ 2

Beneficiary:
New Hampshire Lottery Commission
14 Integra Drive
Concord, NH 03301

Applicant:
NeoGames US, LLP
20 Cabot Blvd. Suite 300
Mansfield, MA 02048

Amount: One Million and 00/100's United States Dollars (USD1,000,000.00)

We hereby authorize you to draw on BMO Bank N.A., c/o Global Trade Operations, Quad 2C 023 Mail code NOC 2700, 1200 E Warrenville Road, Naperville, IL 60563, for the account of NeoGames US, LLP in the amount of One Million and 00/100's United States Dollars (USD1,000,000.00), as follows.

Pursuant to the request of our customer, the said NeoGames US, LLP (the "Contractor"), we, BMO Bank N.A., hereby establish and give to you this Irrevocable Standby Letter of Credit in your favour in the amount of One Million and 00/100's United States Dollars (USD1,000,000.00), which may be drawn on by you at any time upon written demand for payment made upon us by you which demand we shall honour without enquiring whether you have a right as between yourself and our said customer to make such demand and without recognizing any claim of our said customer.

Provided, however, that you are to deliver to BMO Bank N.A., c/o Global Trade Operations, Quad 2C 023 Mail code NOC 2700, 1200 E Warrenville Road, Naperville, IL 60563, at such time as a written demand for payment is made upon us a Certificate signed by you confirming that monies drawn pursuant to this Letter of Credit are in connection with any loss to New Hampshire Lottery Commission due to any fraudulent or dishonest act on the part of the Contractor's officers, employees, agents or subcontractors resulting from the performance of the agreement by and between the Contractor and you with regard to New Hampshire Lottery Commission's RFP for iLottery Systems, Games, and Services (RFP LOT 2023-02).



BMO Bank N.A.

The amount of this Letter of Credit shall be reduced from time to time as advised by notice in writing given to us from time to time by you.

Partial draws and multiple presentations are allowed.

The original Letter of Credit must accompany all drafts/ and documents for endorsement of the drawing amount and will be returned to the beneficiary unless it is fully utilized.

This Letter of Credit will expire at our counters on MM.DD.2025 (**1 YEAR FROM ISSUANCE DATE**), subject to the following:

It is a condition of this Letter of Credit that it shall be automatically extended for additional periods of one year, without amendment, from the present or each future expiration date unless at least 60 days prior to the then current expiration date we send you a notice by registered mail, with return receipt requested, or overnight signature- required courier service, at the above address that this Letter of Credit will not be extended beyond the then current expiration date.

The number and the date of this Letter of Credit and the name of our bank must be quoted on all documents presented. Drawing, if any, must be presented to us along with this original Credit instrument.

If you return this original Letter of Credit and Amendment(s) (if any) prior to the then current Expiration Date with your intent to terminate same, it must be accompanied by your originally signed letter, addressed and sent directly to us indicating you no longer require this Letter of Credit and release BMO Bank N.A. of any obligation hereunder.

This Letter of Credit is subject to the International Standby Practices (1998), International Chamber of Commerce Publication No. 590 ('ISP98').

BMO Bank N.A.

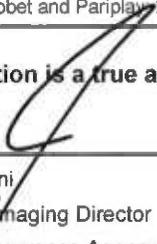
Authorized Signing Officer

Brokers Verification of Professional, Intellectual Property, Product Liability And Cyber Insurance

This verification is issued for informational purposes only and confers no rights upon any parties including, without limitation, the Verification Holder. This verification does not amend, extend or alter the coverage afforded by the insurance policy summarized below, nor does it give the Verification Holder any interest or rights in respect of such policy. No obligation is imposed herein on the signatory to advise of any alterations.

Name of Insured(s):	NEOGAMES S.A. 63-65, rue de Merl, L-2146 Luxembourg																					
Period of Policy:	From: 10 th November 2023 To: 10 th November 2024	Both days inclusive at the Address stated above. Without tacit renewal																				
Coverage:	Professional, Media, Intellectual Property and Products Liability Insurance, and Cyber insurance																					
Limit of Liability:	<p>EUR 5,000,000 each and every claim and in the aggregate, including Costs during the Policy Period as below:</p> <p>Insured Sections:</p> <table border="0"> <tr> <td>1 Professional, Media, Intellectual Property & Products Liability Third party claims</td> <td>EUR 5,000,000</td> </tr> <tr> <td>2.1 Cyber, Breach of Network Security and Privacy</td> <td>EUR 5,000,000</td> </tr> <tr> <td>2.2 Notification Costs & Crisis Management Expenses</td> <td>EUR 5,000,000</td> </tr> <tr> <td>2.3 Network Restoration Costs</td> <td>EUR 5,000,000</td> </tr> <tr> <td>2.4 Theft</td> <td>EUR 100,000</td> </tr> <tr> <td>2.5 Cyber Extortion</td> <td>EUR 5,000,000</td> </tr> <tr> <td>2.6 Business Interruption</td> <td>EUR 5,000,000</td> </tr> <tr> <td>2.7 Erroneous Financial Transfers</td> <td>EUR 100,000</td> </tr> <tr> <td>3 Commercial General Liability</td> <td>Not Applicable</td> </tr> <tr> <td>4 Non-Owned and Hired Auto Liability</td> <td>Not Applicable</td> </tr> </table> <p>Each and every claim and in the aggregate, including Costs during the Policy Period.</p>		1 Professional, Media, Intellectual Property & Products Liability Third party claims	EUR 5,000,000	2.1 Cyber, Breach of Network Security and Privacy	EUR 5,000,000	2.2 Notification Costs & Crisis Management Expenses	EUR 5,000,000	2.3 Network Restoration Costs	EUR 5,000,000	2.4 Theft	EUR 100,000	2.5 Cyber Extortion	EUR 5,000,000	2.6 Business Interruption	EUR 5,000,000	2.7 Erroneous Financial Transfers	EUR 100,000	3 Commercial General Liability	Not Applicable	4 Non-Owned and Hired Auto Liability	Not Applicable
1 Professional, Media, Intellectual Property & Products Liability Third party claims	EUR 5,000,000																					
2.1 Cyber, Breach of Network Security and Privacy	EUR 5,000,000																					
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2.7 Erroneous Financial Transfers	EUR 100,000																					
3 Commercial General Liability	Not Applicable																					
4 Non-Owned and Hired Auto Liability	Not Applicable																					
Excess:	EUR 100,000 per Claim																					
Territorial Limits:	Worldwide																					
Policy Number:	B1703LF2303349																					
Insurer(s) Name(s) and percentage:	50% Nirvana Underwriting 50% Markel Underwriting																					
Name of Placing Broker:	Howden Insurance Brokers (2002) Ltd																					
Retroactive Date:	<p>NeoGames S.A. and Subsidiaries: 9th January 2014 for the first EUR 2,000,000, but 27th October 2022 for the EUR500,000 xs EUR2,000,000 and 10th November 2023 for EUR 2,500,000 excess of EUR 2,500,000; but</p> <ul style="list-style-type: none"> - Aspire Global Limited: 14th June 2022 - Btobet and Pariplay: 22nd June 2023 																					

I certify that the above information is a true and correct statement.

Signed by (Signature) 

Print name: Elad Etzioni

Position: Deputy Managing Director

Company: Howden Insurance Agency (2002) Limited

Date: December 25, 2023

**AMENDED AND RESTATED LIMITED LIABILITY PARTNERSHIP
AGREEMENT OF
NEOGAMES US, LLP**

THIS AMENDED AND RESTATED LIMITED LIABILITY PARTNERSHIP AGREEMENT (this “Agreement”) of NeoGames US, LLP, a Delaware limited liability partnership (the “Partnership”) is made and entered into as of 5 November, 2023, by and among NeoGames S.A., a public limited liability company (*société anonyme*) incorporated under the laws of the Grand Duchy of Luxembourg, with its registered office at 63-65, rue de Merl, L-2146 Luxembourg and registered with the Luxembourg trade and companies register (*Registre de commerce et des sociétés, Luxembourg*) under number B 186309 (“NeoGames Lux”), and NeoGames Systems Ltd., a company organized under the laws of the State of Israel (“NeoGames Systems” and, together with NeoGames Lux, the “Partners”).

WITNESSETH:

WHEREAS, the Partners formed the Partnership pursuant to the provisions of the Delaware Revised Uniform Partnership Act, (as amended from time to time, the “Act”) by filing a Statement of Qualification with the Delaware Division of Corporations on July 29, 2014 and entered into a Limited Liability Partnership Agreement dated as of November 11, 2021 (the “Original Agreement”); and

WHEREAS, certain terms of the Partnership, though previously agreed and acted upon by the Partners, were not set forth in writing in the Original Agreement (the “Omitted Terms”), the Partners wish to: (a) to set forth in writing the Omitted Terms by amending and restating the Original Agreement as hereinafter set forth and (b) continue the Partnership on the terms set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Partners, intending to be legally bound hereby, agree as follows:

1. The Partners have formed a limited liability partnership pursuant to and in accordance with the Act.
2. Name. The name of the limited liability partnership is “NeoGames US, LLP”.
3. Purpose. The Partnership is formed for the purpose of taking such actions not prohibited to be taken by a limited liability partnership under the laws of the State of Delaware.
4. Principal Office. The address of the principal office of the Partnership in the State of Delaware is 1679 S. Dupont Hwy, Suite 100, Dover, Delaware 19901.
5. Statutory Agent. The name and address of the statutory agent of the Partnership for service of process on the Partnership in the State of Delaware is the Allstate Corporate Services Corp., 1679 S. Dupont Hwy, Suite 100, Dover, Delaware 19901 Orange Street, Wilmington, Delaware 19801.
6. Partners. The name, business address and ownership interests of the Partners are as follows:

NeoGames S.A.	NeoGames Systems Ltd.
63-65 rue de Merl	10 Habarzel Street
L-2146, Luxembourg	Tel Aviv-Yafo, Israel
99% ownership interest	1% ownership interest

7. Powers. The business and day-to-day affairs of the Partnership shall be managed exclusively by a manager (the “Manager”) who shall be appointed by NeoGames Lux. The Manager shall have full operational control of the Partnership. The Manager shall have the sole right to act on behalf of and represent the Partnership, including but not limited to, entering into agreements, appointing officers, hiring employees as it deems appropriate and, decide to convene a meeting of the Partners. The Partners shall not interfere with the management of the Manager but NeoGames Lux shall have the right to remove the Manager and appoint a replacement in its sole and absolute discretion.
8. Assignment; Resignation; No Additional Partners. A Partner may from time to time assign, in whole or in part, its limited liability partnership interest.
9. Liability of Partners. To the fullest extent permitted by law but in no event greater than their respective capital contributions, the Partners shall not have any liability for the obligations or liabilities of the Partnership, or otherwise. Each Partner may seek reimbursement from the Partnership for liabilities incurred on behalf of the Partnership. In accordance with Delaware Revised Uniform Partnership Act, 6 Del. C. § 15-306(c), any obligation of the Partnership arising out of or related to circumstances or events occurring while the Partnership is a limited liability partnership or incurred while the Partnership is a limited liability partnership, whether arising in contract, tort or otherwise, is solely the obligation of the Partnership and no Partner is personally liable, directly or indirectly, by way of indemnification, contribution, assessment or otherwise, for the Partnership’s obligations solely by reason of being or so acting as a partner thereof.
10. Distributions. Profits shall be distributed to the Partners as and when deemed appropriate by the Manager in its sole and absolute discretion prior to the end of the financial year. Partners may also decide the distribution of profits at a meeting of the Partners upon the proposal of the Manager after the closure of the financial year.
11. Dissolution of a Partner. Upon the dissolution of either Partner (such Partner a “Dissolving Partner” and the other Partner the “Surviving Partner”), the Partnership shall survive and the Dissolving Partner may be replaced, and the successors of the dissolving Partner (the “Successor”) shall have the economic benefit of such Partner’s partnership interest and its obligations. In the event NeoGames Lux becomes a Dissolving Partner, NeoGames Systems shall have the sole ability to remove and appoint the Manager. Additionally, upon any Partner becoming a Dissolving Partner, the Surviving Partner shall have the sole right to vote on any matter that requires the approval of the Partners.
12. Transfer of Interests. Partnership interests shall be freely transferable, subject to applicable laws.

13. Term. The duration of the Partnership shall be unlimited.
14. Miscellaneous. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one original.
15. Limited Liability Partnership Election. The Partners have determined to be treated and qualified under the Act as a limited liability partnership for all purposes, intending to benefit from all protections afforded under the Act.
16. The Partners represent that the Omitted Terms were agreed to at the execution of the Original Agreement, but such terms were unintentionally omitted therefrom. The Partners further represent that from the execution of the Original Agreement through the date hereof, the Partners and the Partnership have acted as if the Omitted Terms were originally set forth therein.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, have duly executed this Amended and Restated Limited Liability Partnership Agreement as of the date first above written.

NEOGAMES S.A.

By: _____

Name: Moti Malul
Title: CEO

Name: Motti Gil
Title: CFO

NEOGAMES SYSTEMS LTD.

By: _____

Name: Moti Malul
Title: CEO

Name: Motti Gil
Title: CFO