



Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia Master Agreement

Order Date: 09-10-2024

CORRECT ORDER NUMBER MUST
APPEAR ON ALL PACKAGES, INVOICES,
AND SHIPPING PAPERS. QUESTIONS
CONCERNING THIS ORDER SHOULD BE
DIRECTED TO THE DEPARTMENT
CONTACT.

| | | | |
|-----------------------|--|--------------------------|-----------------------------|
| Order Number: | CMA 0705 0705 LOT2500000001 1 | Procurement Folder: | 1474517 |
| Document Name: | iLottery Website Portal, Mobile App Loyalty Vendor | Reason for Modification: | AWARD OF CSSD LOT2500000001 |
| Document Description: | iLottery Website Portal, Mobile App Loyalty Vendor | | |
| Procurement Type: | Central Sole Source | | |
| Buyer Name: | | | |
| Telephone: | | | |
| Email: | | | |
| Shipping Method: | Best Way | Effective Start Date: | 2024-08-22 |
| Free on Board: | FOB Dest, Freight Prepaid | Effective End Date: | 2033-08-21 |

| VENDOR | DEPARTMENT CONTACT | | | | | | | | | | | | | | | | | | | | |
|---|--------------------|---------------------|---------------------|---------------|----|----|--------|---|----|----|--|--|----|----|--|--|----|----|--|--|---|
| Vendor Customer Code: VS0000012035 Pollard Banknote Limited 140 Otter Street Winnipeg MB R3T 0M8 CA Vendor Contact Phone: 204-474-2323 Extension: 679 Discount Details: <table><thead><tr><th></th><th>Discount Allowed</th><th>Discount Percentage</th><th>Discount Days</th></tr></thead><tbody><tr><td>#1</td><td>No</td><td>0.0000</td><td>0</td></tr><tr><td>#2</td><td>No</td><td></td><td></td></tr><tr><td>#3</td><td>No</td><td></td><td></td></tr><tr><td>#4</td><td>No</td><td></td><td></td></tr></tbody></table> | | Discount Allowed | Discount Percentage | Discount Days | #1 | No | 0.0000 | 0 | #2 | No | | | #3 | No | | | #4 | No | | | Requestor Name: Thomas P Hymes Requestor Phone: 304-558-2350 Requestor Email: thymes@wvlottery.com 2025 FILE LOCATION _____ |
| | Discount Allowed | Discount Percentage | Discount Days | | | | | | | | | | | | | | | | | | |
| #1 | No | 0.0000 | 0 | | | | | | | | | | | | | | | | | | |
| #2 | No | | | | | | | | | | | | | | | | | | | | |
| #3 | No | | | | | | | | | | | | | | | | | | | | |
| #4 | No | | | | | | | | | | | | | | | | | | | | |

| INVOICE TO | SHIP TO |
|--|--|
| ACCOUNTS PAYABLE LOTTERY PO BOX 2067 CHARLESTON WV 25327-2067 US | PURCHASING LOTTERY 900 PENNSYLVANIA AVE CHARLESTON WV 25302 US |

9/16/24 6c

Total Order Amount:

Open End

Purchasing Division's File Copy

TW 9/10/24

| |
|---|
| PURCHASING DIVISION AUTHORIZATION |
| DATE: <i>M. X. [Signature]</i> 9/11/2024 |
| ELECTRONIC SIGNATURE ON FILE |

| |
|---|
| ATTORNEY GENERAL APPROVAL AS TO FORM |
| DATE: <i>John S. Gray</i> |
| ELECTRONIC SIGNATURE ON FILE |

9/13/2024

| |
|---|
| ENCUMBRANCE CERTIFICATION |
| DATE: <i>[Signature]</i> 9-16-24 |
| ELECTRONIC SIGNATURE ON FILE |

Extended Description:

Open-End Contract: Direct Award (Pursuant to WV Code 5A-3-10c)
iLottery Website Portal, Mobile Application.

The vendor, Pollard Banknote Limited, agrees to enter into this open-end contract with The West Virginia Department of Revenue, State Lottery Commission to provide an iLottery Website portal and mobile app as detailed in the attached quote terms and conditions attached hereto and incorporated herein by reference.

Effective Dates 08/22/2024 - 08/21/2033

Renewals remaining - One (1)

| Line | Commodity Code | Manufacturer | Model No | Unit | Unit Price |
|--------------|----------------|--------------|----------|-------------------------|------------|
| 1 | 81112103 | | | | 0.000000 |
| Service From | | Service To | | Service Contract Amount | |
| | | | | 339375.00 | |

Commodity Line Description: Website design services - Implementation

Extended Description:

See Schedule 3 - Charges & Fees

Implementation Cost: \$399,375
- 25% on execution of the Website Design
and Development Agreement
- 50% on delivery of the Site to User
Acceptance Testing
- 25% on Go Live

| Line | Commodity Code | Manufacturer | Model No | Unit | Unit Price |
|--------------|----------------|--------------|----------|-------------------------|--------------|
| 2 | 81112105 | | | YR | 16800.000000 |
| Service From | | Service To | | Service Contract Amount | |
| | | | | 0.00 | |

Commodity Line Description: Annual Database Management Services

Extended Description:

See Schedule 3 - Charges & Fees

Database Management Cost: \$16,800 US/Year {cost for hosting, maintenance and overall management of the database to support the Business Website}

| Line | Commodity Code | Manufacturer | Model No | Unit | Unit Price |
|--------------|----------------|--------------|----------|-------------------------|-------------|
| 3 | 81112105 | | | MO | 7600.000000 |
| Service From | | Service To | | Service Contract Amount | |
| | | | | 0.00 | |

Commodity Line Description: Monthly Maintenance and Hosting Services

Extended Description:

See Schedule 3 - Charges & Fees

Maintenance and Hosting Cost
\$7,600 US/Month

Maintenance and Hosting Cost is subject to annual increase based on CPI (defined as the Consumer Price Index as determined by Statistics Canada {or its successor} for the month immediately preceding the anniversary date of the effective date of a contract for the services contemplated herein)

| Line | Commodity Code | Manufacturer | Model No | Unit | Unit Price |
|------|----------------|--------------|----------|-------------------------|------------|
| 4 | 81112105 | | | HOUR | 100.000000 |
| | Service From | Service To | | Service Contract Amount | |
| | | | | 0.00 | |

Commodity Line Description: Hourly Rate Additional over and above the scope

Extended Description:
See Schedule 3 - Charges & Fees

Hourly Rate: Any additional work (including Change Requests) needed over and above the scope would be billable at \$100US/hour

| | | | |
|---------------|----------------|---|-----------|
| | Document Phase | Document Description | Page 4 |
| LOT2500000001 | Draft | iLottery Website Portal, Mobile App Loyalty Vendor | |

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☒ **Term Contract**

Initial Contract Term: The Initial Contract Term will be for a period of Nine (9) Years. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to One (1) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

☐ **Alternate Renewal Term** – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

☐ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

☐ the contract will continue for _____ years;

☐ the contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's Office (Attorney General approval is as to form only).

☐ **One-Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

☐ **Construction/Project Oversight:** This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

☐ **Other:** Contract Term specified in _____

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☒ **Open End Contract:** Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☐ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

☐ **One-Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

☐ **Construction:** This Contract is for construction activity more fully defined in the specifications.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked in this section must be provided to the Purchasing Division by the Vendor as specified:

☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

☐☐☐☐

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancellation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

☒ **Automobile Liability Insurance** in at least an amount of: \$500,000.00 per occurrence.

☒ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \$5,000,000.00 per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

☒ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: \$1,000,000.00 per occurrence.

☐ **Cyber Liability Insurance** in an amount of: _____ per occurrence.

☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

☐ **Pollution Insurance** in an amount of: _____ per occurrence.

☐ **Aircraft Liability** in an amount of: _____ per occurrence.

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9. WORKERS' COMPENSATION INSURANCE: Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☐ _____ for _____.

☒ Liquidated Damages Contained in the Specifications.

☐ Liquidated Damages Are Not Included in this Contract.

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

20. TIME: Time is of the essence regarding all matters of time and performance in this Contract.

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in www.state.wv.us/admin/purchase/privacy.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

34. VENDOR NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

38. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

39. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

☒ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
 2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

44. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

45. VOID CONTRACT CLAUSES: This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Printed Name and Title) Debbie Schween, VP - Legal Affairs

(Address) 140 Otter St, Winnipeg, MB R3T0N8

(Phone Number) / (Fax Number) 204-474-2323 / 204-453-1375

(email address) dschween@pbl.ca

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

POLLARD BANK NOTE LIMITED
(Company)

(Signature of Authorized Representative)

Doug Pollard, CO-CEO June 6, 2024

(Printed Name and Title of Authorized Representative) (Date)

204-474-2323 / 204-453-1375

(Phone Number) (Fax Number)

dpollard@pbl.ca

(Email Address)

May 7, 2024

WEBSITE DEVELOPMENT AND MAINTENANCE AGREEMENT

between

POLLARD BANKNOTE LIMITED

and

WEST VIRGINIA LOTTERY

CONTENTS

CLAUSE

| | | |
|-----|--|----|
| 1. | Interpretation | 2 |
| 2. | Scope of the project..... | 4 |
| 3. | Lottery responsibilities | 5 |
| 4. | Development and acceptance of site..... | 5 |
| 5. | Third party products..... | 5 |
| 6. | Project management | 5 |
| 7. | Charges and payment | 5 |
| 8. | Warranties | 6 |
| 9. | Limitation of remedies and liability | 6 |
| 10. | Intellectual property rights | 6 |
| 11. | Site content..... | 6 |
| 12. | Data Privacy | 7 |
| 13. | Term and termination..... | 7 |
| 14. | Change control | 8 |
| 15. | Force majeure | 8 |
| 16. | Confidentiality | 8 |
| 17. | Notices | 9 |
| 18. | Announcements..... | 10 |
| 19. | Assignment and other dealings | 10 |
| 20. | Entire agreement..... | 10 |
| 21. | Third party rights..... | 10 |
| 22. | Variation..... | 10 |
| 23. | Waiver | 11 |
| 24. | Rights and remedies..... | 11 |
| 25. | Severance | 11 |
| 26. | Governing law..... | 11 |
| 27. | Jurisdiction..... | 12 |

SCHEDULE

| | |
|---|----|
| Schedule 1 Project Pan | 13 |
| Schedule 2 Site Specification and Services and Third Party Products | 14 |
| Schedule 3 Charges | 24 |

This agreement is dated May 7, 2024

Parties

- (1) POLLARD BANKNOTE LIMITED whose registered office is at 140 Otter Street, Winnipeg, Manitoba, R3T 0M8 (**Supplier**)
- (2) WEST VIRGINIA LOTTERY whose registered office is at 900 Pennsylvania Avenue, Charleston, WV, 25302 (**Lottery**)

BACKGROUND

- (A) The West Virginia Department of Administration, Purchasing Division issued CRFP 0705 Lot 2300000001 dated September 28, 2022 for a turnkey iLottery gaming system for the West Virginia Lottery (the "RFP").
- (B) NeoPollard Interactive LLC responded to the RFP and named Supplier as its subcontractor for, among other things, a player portal.
- (C) Lottery issued an Award Document in favor of NeoPollard Interactive, LLC pursuant to the RFP (the "iLottery Contract") which included Supplier as the subcontractor for the services as described therein.
- (D) Lottery requires additional development and maintenance services beyond those awarded pursuant to the iLottery contract, namely creating and maintaining the Lottery's business-facing website (the "Business Website") and Supplier is the only practical provider of the Lottery's additional development and maintenance services, as subcontractor pursuant to the iLottery Contract and developer of iLottery website portal.
- (E) The parties have agreed that the Supplier shall provide the Lottery with website development, maintenance, and related services for the Business Website on the respective terms and conditions under the iLottery Contract and those set out in this agreement.

AGREED TERMS

1. Interpretation

The definitions and rules of interpretation in this clause apply in this agreement.

1.1 Definitions:

Acceptance: the acceptance or deemed acceptance of the Site by the Lottery pursuant to clause 4.

Acceptance Tests: the tests to be carried out on the Site as set out in clause 4.

Business Day: a day, other than a Saturday, Sunday or public holiday in the U.S.

Business Hours: the period from 9.00 am to 5.00 pm Eastern Standard Time (EST) on any Business Day.

Charges: the charges in respect of the Services set out in Schedule 3, together with any charges arising from the Change Control Procedures.

Confidential Information: all information, whether technical or commercial (including all specifications, drawings and designs, disclosed in writing, on disc, orally or by inspection of documents or pursuant to discussions between the parties), where the information is:

- (a) identified as confidential at the time of disclosure; or
- (b) ought reasonably to be considered confidential given the nature of the information or the circumstances of disclosure.

Contract Year: any 12-month period starting on the Effective Date and on each anniversary of the Effective Date.

Effective Date: the Effective Date of the iLottery Contract, being August 15, 2023.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Materials: the content provided to the Supplier by the Lottery from time to time for incorporation in the Site.

Project: the provision by the Supplier of the Services as set out in this agreement.

Project Plan: the timetable within which the Supplier will implement the Project as set out in Schedule 1.

Services: the development and maintenance services to be provided pursuant to this agreement as set out in Schedule 2.

Site: the website at www.wvlottery.com to be hosted by the Supplier pursuant to this agreement.

Site Software: the software for the Site commissioned by the Lottery as specified in Schedule 2.

Site Specification: the specification for the Site set out in Schedule 2.

Third Party Products: those third-party software products set out in Schedule 2.

Visitor: a visitor to the Site.

- 1.2 Clause and schedule headings do not affect the interpretation of this agreement.
- 1.3 References to clauses and schedules are (unless otherwise provided) references to the clauses and schedules of the iLottery Contract.
- 1.4 If there is an inconsistency between any of the provisions in the iLottery Contract and this agreement, the provisions in the iLottery Contract shall prevail.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural, and in the plural shall include the singular.
- 1.6 A reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.7 A reference to legislation or a legislative provision shall include all subordinate legislation made as at the date of this Agreement under that statute or statutory provision.
- 1.8 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.
- 1.9 References to **content** include any kind of text, information, image, or audio or video material which can be incorporated in a website for access by a Visitor to that website.
- 1.10 A reference to **writing** or **written** excludes fax but not email.

2. Scope of the project

2.1 The Supplier shall:

- (a) develop and deliver the Site in accordance with the Project Plan created and amended pursuant to the iLottery Contract; and
- (b) set up, support and maintain the Business Website in a manner consistent with the "Web Portal Setup" and "Web Portal Components and Integrations" contemplated in the iLottery Contract, as applicable. In particular, reference should be made to sections 4.8.7 and 4.8.8 of the iLottery Contract.

3. Lottery responsibilities

- 3.1 The Lottery acknowledges that the Supplier's ability to provide the Services is dependent upon the full and timely co-operation of the Lottery (which the Lottery agrees to provide), as well as the accuracy and completeness of any information and data the Lottery provides to the Supplier. Accordingly, the Lottery shall provide the Supplier with access to, and use of, all information, data and documentation reasonably required by the Supplier for the performance by the Supplier of its obligations under this agreement.
- 3.2 The Lottery shall be responsible for the accuracy and completeness of the Materials on the Site in accordance with clause 11.

4. Development and acceptance of site

- 4.1 The Acceptance Tests shall test compliance of the Business Website in the manner and form contemplated in the iLottery Contract.

5. Third party products

- 5.1 The Third-Party Products shall be supplied in accordance with the relevant licensor's standard terms. Any licence fees for such Third-Party Products are included in the Charges payable pursuant to clause 7.1.

6. Project management

- 6.1 Each party shall appoint a project manager who shall:
- (a) provide professional and prompt liaison with the other party; and
 - (b) have the necessary expertise and authority to commit the relevant party.
- 6.2 The project managers shall meet on a schedule to be determined between the Parties until Acceptance and thereafter as needed.

7. Charges and payment

- 7.1 The Supplier shall invoice in respect of the Charges, and the Lottery shall pay to the Supplier the Charges set out in such invoice on the payment terms as set out in the iLottery Contract and consistent with section 4.28 Vendor Invoicing. For clarity, payment will be made and accepted in accordance with the payment procedures of the State of West Virginia per W. VA State Code §5A-3-54 Prompt Payment Act.

8. Warranties

- 8.1 Each of the parties warrants to the other that it has full power and authority to enter into and perform this agreement.
- 8.2 The Supplier shall perform the Services with reasonable care and skill.
- 8.3 The Supplier warrants that the Services will be delivered and perform as more particularly set out in Schedule 2 and in accordance with section 4.8 of the iLottery Contract, as applicable.

9. Limitation of remedies and liability

- 9.1 Nothing in this agreement shall operate to exclude or limit either party's liability for:
 - (a) death or personal injury caused by its negligence or willful misconduct; or
 - (b) fraud; or
 - (c) any other liability which cannot be excluded or limited under applicable law.
- 9.2 Subject to clause 9.1, the Supplier's aggregate liability shall be subject to the vendor liability agreed to under the iLottery Contract, as applicable to the Services under this agreement. For clarity, reference is made to section 4.3.10 Vendor Error Liability of the iLottery Contract.

10. Intellectual property rights

- 10.1 All Intellectual Property Rights in the Site (including in the content of the Site and the Site Software), but excluding the Materials, arising in connection with this agreement shall be the property of the Lottery, and the Lottery hereby grants the Supplier a non-exclusive licence of such Intellectual Property Rights for the purpose of operating the Site and providing the Services.

11. Site content

- 11.1 The Supplier shall update the Site with Materials provided from time to time by the Lottery. The Lottery shall ensure that the Materials do not infringe any applicable laws, regulations or third-party rights.
- 11.2 The Supplier shall grant the Lottery access to the Content Management System (CMS), as defined in the iLottery Contract, in order to update information held on the Site.

11.3 The Supplier shall include only Materials on the Site. The Lottery acknowledges that the Supplier has no control over any content placed on the Site by Visitors and does not purport to monitor the content of the Site.

11.4 The Supplier may include the statement "Designed by Pollard Banknote Limited" on the home page of the Site in a form to be agreed.

12. Data Privacy

12.1 The Supplier shall promptly comply with any reasonable instructions received from the Lottery to display or otherwise make available the Lottery's then-current version of its privacy policy via the goods or services provided by the Supplier.

13. Term and termination

13.1 This agreement shall commence on the Effective Date shall continue pursuant to the term (including any renewals) of the iLottery Contract unless terminated earlier in accordance with clause 13.2 of this agreement.

13.2 Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:

- (a) the iLottery Contract is terminated for any reason;
- (b) the other party commits a material breach of any term of this agreement and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
- (c) the other party is the subject of a bankruptcy petition, application or order;
- (d) the other party suspends or ceases carrying on all or a substantial part of its business.

13.3 Without affecting any other right or remedy available to it, Lottery may terminate this agreement on 30 days written notice to the Lottery in the event funds are not appropriated or otherwise made available.

13.4 On termination of this agreement by the Supplier pursuant to clause 13.2, all licences granted under this agreement shall terminate immediately.

13.5 On expiry or termination of this agreement otherwise than on termination by the Supplier pursuant to clause 13.2, the Supplier shall promptly return all Materials to the Lottery, and shall provide such assistance as is reasonably requested by the Lottery in transferring the hosting of the Site to the Lottery or another service provider, subject to the payment of the Supplier's expenses reasonably incurred.

- 13.6 On expiry or termination of this agreement, all provisions of this agreement shall cease to have effect, except that any provision which can reasonably be inferred as continuing or is expressly stated to continue shall continue in full force and effect.

14. Change control

- 14.1 Any request to change the scope of the Services shall be processed in accordance with the relevant Change Control processes in the iLottery Contract.

15. Force majeure

- 15.1 Neither party shall be in breach of this agreement or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from events, circumstances or causes beyond its reasonable control (including any industrial dispute affecting any third party, governmental regulations, fire, flood, disaster, civil riot or war). The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for three months, the party not affected may terminate this agreement by giving 30 days written notice to the affected party.

16. Confidentiality

- 16.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the other party, except as permitted by clause 16.2.
- 16.2 Each party may disclose the other party's confidential information:
- (a) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 16; and
 - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 16.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.

17. Notices

17.1 A notice given to a party under or in connection with this agreement in the same manner as set out in the iLottery Contract.

17.2 The addresses for services of notices are:

(a) for the Lottery:

Address: 900 Pennsylvania Avenue, Charleston, WV 25302
To the attention of: Terry Dunford, iLottery Supervisor
Email address: TDunford@wvlottery.com
Phone number: 304-558-0500

(b) for the Supplier:

Address: 140 Otter Street, Winnipeg, Manitoba R3T 0M8
To the attention of: Doug Pollard, Co-Chief Executive Officer
Email address: dpollard@pbl.ca
Phone number: 204-474-2323

17.3 A party may change its details given in clause 17.2 by giving notice, the change taking effect for the party notified of the change on the later of:

- (a) the date, if any, specified in the notice as the effective date for the change; or
- (b) the date five Business Days after deemed receipt of the notice.

17.4 This clause 17.4 sets out the delivery methods for sending a notice to a party under this agreement and, for each delivery method, the date and time when the notice is deemed to have been received:

- (a) if delivered by hand, at a time the notice is left at the address;
- (b) if sent by pre-paid first class mail or courier the next working day delivery services (providing proof of delivery) after posting;
- (c) if sent by pre-paid airmail, at 9.00am on the fifth Business Day after posting; or
- (d) if sent by email at the time of transmission.

17.5 If deemed receipt under clause 17.4 would occur outside business hours in the place of receipt, it shall be deferred until business hours resumes. In this clause 17.5, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

- 17.6 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

18. Announcements

- 18.1 No party shall make, or permit any person to make, any public announcement concerning the existence, subject matter or terms of this agreement, the wider transactions contemplated by it, or the relationship between the parties, without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

19. Assignment and other dealings

- 19.1 Neither party shall assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement without the written consent of the other party.

20. Entire agreement

- 20.1 This agreement, along with the West Virginia General Terms and Conditions revised August 24, 2023 and the relevant provisions of the iLottery Contract, including appendices, constitutes the entire agreement between the parties.
- 20.2 Each party acknowledges that in entering into this agreement it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement.

21. Third party rights

- 21.1 The rights of the parties to rescind or vary this agreement are not subject to the consent of any other person.

22. Variation

- 22.1 No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorized representatives).

23. Waiver

- 23.1 A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- 23.2 A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

24. Rights and remedies

- 24.1 Except as expressly provided in this agreement, the rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

25. Severance

- 25.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.
- 25.2 If any provision or part-provision of this agreement is deemed deleted under clause 25.1, the parties shall negotiate in good faith for a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

26. Governing law

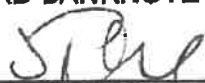
- 26.1 This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and interpreted under West Virginia law without giving effect to its choice of law principles. This agreement is subject to the provisions of West Virginia Code § 5-3-62, which automatically voids certain contract clauses that violate State Law.

27. Jurisdiction

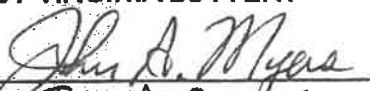
- 27.1 The parties agree that all legal actions for damages brought by the Supplier against the Lottery shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

This agreement has been entered into on the date first written above.

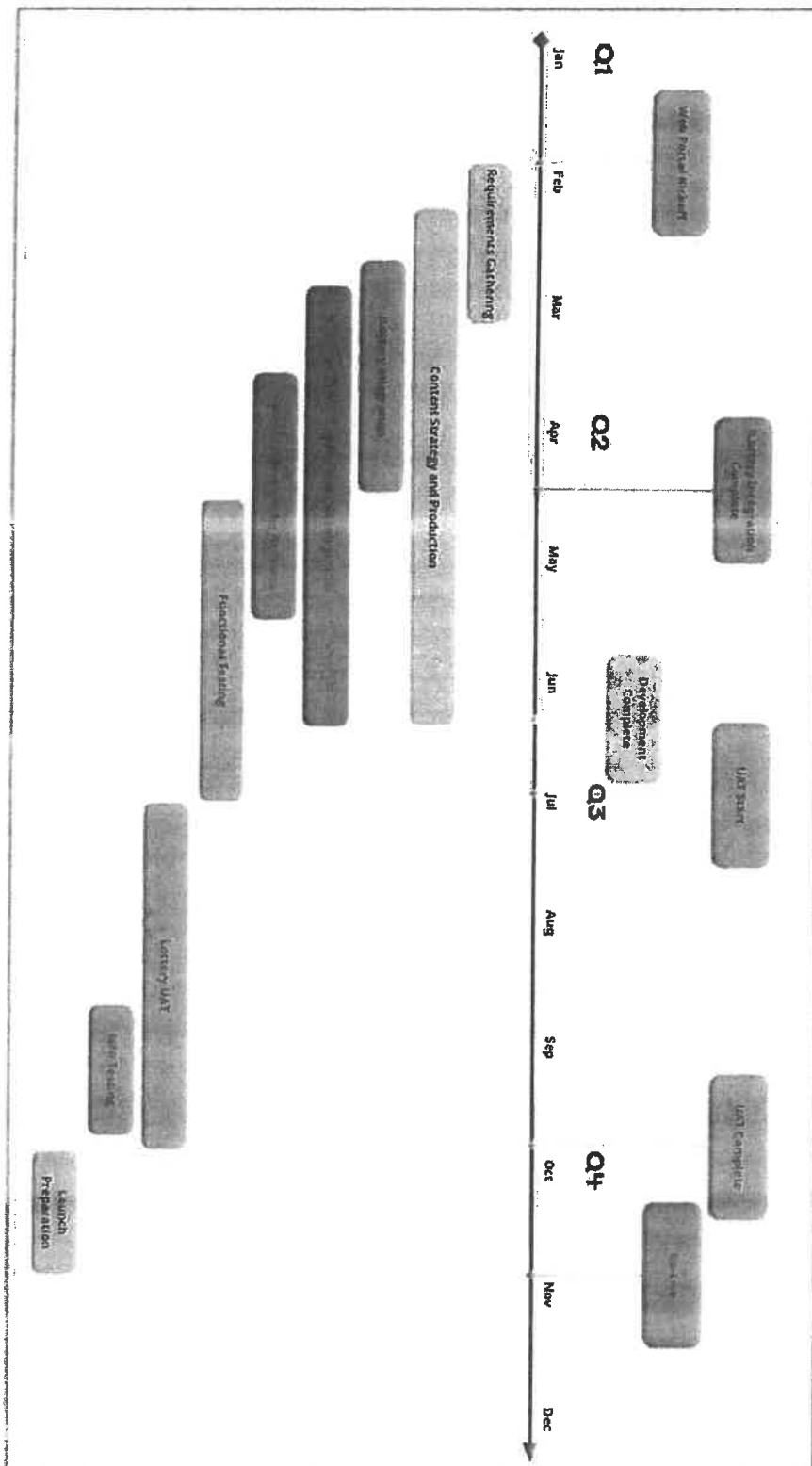
POLLARD BANKNOTE LIMITED

By: 
Name: Doug Pollard
Title: Co-CEO

WEST VIRGINIA LOTTERY

By: 
Name: John A. Myers
Title: Director

(to be amended from time to time together with iLottery MS Project Plan)



Schedule 2 Site Specification and Services and Third Party Products

Project Management Plan and Benefits

Augment the iLottery MS Project Plan to include the deliverables for player-facing Web Portal and Business Website. We recommend a phased rollout of the Web Portal to align with the timelines of the overall project as follows:

- **Assessment of Vendor's Understanding of Requirements:** continue working with IGT to integrate with the CGS to get game information, retailer information, hash files for Instant Games, Webcodes for Draw Games, Jackpot and Winning number information, and use the same integrations to power the player-facing Web Portal. Our approach will be to align our strategy closely with your vision to ensure successful project outcomes.
- **Proposed Management Strategies:** Our management strategies are founded on industry best practices and a commitment to meeting and exceeding your project goals. We propose a collaborative approach, ensuring ongoing communication and feedback loops to adapt strategies as needed throughout the project lifecycle. We will ensure that there is design consistency across all channels, integration with different vendors will be the same for app and web portal and after launch, it will be much simpler to operationalize the platform. One of the big risks is the Integration with IGT, the CGS Vendor and we already have communication/collaboration channels with them to determine the requirements for the web portal to potentially mitigate this risk.
- **Ability to Plan and Manage Daily Operations:** We have a dedicated DigitalOps team that is equipped with the skills and experience to handle the day-to-day tasks efficiently, ensuring the project stays on track and meets all milestones. Post-launch, we intend to use the existing integration between the Jira Service Desk and our ITSM software, so that the Lottery and the NPi team can report issues and get timely updates on these issues. This channel will not only be used for Web Portal but also for Mobile App, Loyalty and iLottery integrations to further streamline the process.
- **Timeline for Deliverables, Support and Maintenance:** Being part of the overall project, we are familiar with the timelines of the project and completely understand the importance of timelines in project delivery. We have included a high-level timeline of development in Schedule 1 which is subject to amendment in the case of delays outside of our control or with the iLottery implementation timeline overall.
- **Communication Plan and Performance Measures:** We will use the already established meetings to gather requirements, request deliverables and regularly communicate the status updates. We will work with the NPi team to determine performance measures that will allow for continuous evaluation and improvement based on key performance indicators.

- There is a fully executed Mutual Non-Disclosure Agreement (MNDA) between PBL and IGT that should help with the instant collaboration. Choosing another vendor could potentially cause delays with establishing a new MNDA.
- Design consistency can be maintained across all channels.
- Well-established operational support processes between our various technology teams. The already defined processes and SLA's for the Mobile App and Loyalty will be extended to include Website.
- Ongoing changes with player facing front-end and scheduled maintenance can be coordinated with a single vendor.
- Direct lines of communication with NPI are already established across our organizations.
- Our development teams have successfully collaborated on similar projects, such as the North Carolina Education Lottery iLottery/Player Loyalty/Mobile App implementation.
- The Pollard Banknote Executive Team that will provide oversight for the development of the Mobile App will also be directly involved in the oversight of the Lottery's iLottery system implementation.

Web Portal Features and Scope

Site Analysis

PBL will conduct comprehensive analysis of the existing website, start by defining objectives and identifying stakeholders. Review the current web analytics to gather data on traffic and key performance indicators. We will also conduct a content audit, assess user experience, and evaluate performance, including mobile responsiveness. We will work with the Lottery to identify opportunities for improvement, innovation, and compile findings with prioritized recommendations. Implement improvements iteratively and monitor ongoing performance for continuous optimization.

Detailed breakdown of how we plan to address each outlined responsibility:

1. Content Strategy:

Our content marketing strategy will align with the overall goals of the Lottery. This includes enhancing user engagement, providing valuable player information, and promoting a positive brand image. We will identify and emphasize key messages that resonate with the target audience, ensuring consistent and impactful communication. A set of editorial guidelines will be established to maintain a cohesive voice and tone across all content, fostering a unified brand identity.

Through a thorough content audit, we will identify gaps in existing content and develop a strategy to fill those voids with relevant, engaging material. Our roadmap for content development will prioritize initiatives based on strategic importance and user impact.

2. Content Production:

Our team will create web content that strictly adheres to the established branding guidelines, ensuring a seamless and recognizable brand experience for visitors. All content produced will align with the Marketing Code of Conduct, upholding ethical standards and compliance with regulatory requirements. On-page text and product descriptions will be meticulously crafted to provide players with vital information in a clear, concise, and engaging manner.

3. Content Migration Plan:

We will develop a detailed plan outlining every step of the content migration process. This includes categorizing content, defining migration workflows, and establishing timelines for a smooth transition. Clearly defined roles and responsibilities for both the Vendor's staff and Lottery Staff will be documented, ensuring a coordinated effort during the migration process.

4. Conversion and Migration:

Our commitment is to convert and migrate all relevant current and historic content from wvlottery.com, preserving valuable information such as past winner stories and press releases. Efforts will be made to seamlessly integrate legacy content into the new website structure.

5. Search Engine Optimization ("SEO"):

Our SEO strategy will follow the latest industry best practices, including keyword optimization, meta tag enhancements, and other techniques to improve the website's visibility on search engines. We will submit updated page and sitemap information to popular search engines, ensuring that the website is promptly indexed and easily discoverable by users.

We are dedicated to delivering a website that not only meets but exceeds your expectations. Should you have any additional requirements or questions, please feel free to reach out. We look forward to a successful collaboration.

Site Development

1. **Front-end Design:** The front-end design of a website is of paramount importance because it serves as the player's first point of interaction with the Lottery (in many cases). It directly influences the player experience, determining how they perceive, navigate, and engage with the content. An effective front-end design ensures a visually appealing and intuitive interface, making information easily accessible and enhancing player satisfaction. A well-crafted design not only

aligns with brand aesthetics but also considers responsive layouts for diverse devices, ensuring a consistent and enjoyable experience across platforms. Additionally, the front-end design significantly impacts factors such as site speed, accessibility, and search engine optimization, influencing the website's overall performance and visibility. Ultimately, a thoughtfully designed front end contributes to user retention, encourages exploration, and forms a positive impression that fosters trust and loyalty. For the Lottery, the front-end of the website will be built with the following key considerations and content delivery in mind:

- a. **Responsive Design:** Our team is dedicated to developing a responsive website that adapts seamlessly to various devices, ensuring an optimal user experience for residents, visitors, and business partners. The design will prioritize fluid layouts and flexible images to accommodate different screen sizes, from desktops to mobile devices.
 - b. **Consistent Look and Feel:** We commit to maintaining a cohesive visual identity in line with West Lottery's established brand guidelines. This includes consistent color schemes, typography, and imagery throughout the website. User interface elements will be intuitively designed to enhance the overall user experience and brand recognition.
 - c. **SEO Best Practices:** Our approach to SEO involves implementing the latest Google-based practices. This includes optimizing site speed, mobile-friendliness, and ensuring content is easily crawlable by search engines. Google Analytics and Google Tag Manager will be strategically employed for continuous monitoring, analysis, and improvement of the website's performance.
 - d. **Accessibility:** The website will be designed and tested to comply with ADA requirements, making it accessible to users with disabilities. This includes providing alternative text for images, ensuring keyboard navigation, and maintaining high contrast for readability.
 - e. **Retailer Locator:** A robust retailer search feature will be implemented, allowing users to locate Lottery retailers based on name or address of the retailer. The search functionality will be intuitive, providing real-time results based on the information provided by the CGS vendor.
 - f. **Embedding UIs and Widgets:** We will seamlessly embed iLottery, Loyalty, and 2nd Chance UIs and Widgets throughout the website to create a cohesive and engaging user experience. These integrations will enhance user interaction, drive participation in promotions, and foster a sense of loyalty among Lottery participants.
 - g. **Lottery Content:** The website will also allow players to access the Lottery content seamlessly. This includes product information, video lottery content, news and information, customer service, responsible gambling, and customer service content.
2. **Back-end Development:** A robust back-end development is the backbone of a

website, playing a crucial role in ensuring seamless functionality, data management, and overall system efficiency. It empowers the website to handle complex processes, such as database management, player authentication, and server-side operations, which are essential for delivering dynamic and interactive content. A well-engineered back end contributes to the website's scalability, enabling it to accommodate growth and increased player traffic without compromising performance. Security measures are intricately woven into the back-end structure, safeguarding sensitive data, and protecting against potential threats. A sophisticated back end allows for smooth integrations with third-party services, ensuring a cohesive and feature-rich digital experience. Ultimately, the strength of the back-end development determines the website's reliability, responsiveness, and ability to adapt to evolving technological requirements. For WV Lottery, the back-end of the website will be built with the following key consideration and content delivery in mind:

- a. **Compatibility:** Our back-end solutions will be developed with compatibility in mind, ensuring seamless integration with WV Lottery's existing vendors and their specific system requirements. Compatibility testing will be conducted to guarantee that all systems work harmoniously, minimizing disruptions and optimizing performance.
- b. **CMS Usage:** We will be leveraging Contentful, a powerful Content Management System (CMS), our team will empower WV Lottery with the ability to manage and update content efficiently. The CMS will support dynamic content creation, workflows, allowing for the easy addition of new information, events, and promotions to keep the website current and engaging.
- c. **Integration with PAM and iLottery SDK:** We will integrate seamlessly with the PAM and iLottery SDK to present e-Instant and eDBGs on the website, delivering an immersive and entertaining experience for the players. The integration will prioritize speed and efficiency to ensure a seamless transition between different gaming interfaces.
- d. **Integration with Loyalty SDKs and APIs:** Our team will integrate with Loyalty SDKs and APIs to seamlessly present Loyalty content and 2nd Chance Promotions to the players. This integration aims to enhance player loyalty, encourage participation, and provide a personalized experience based on individual player profiles.
- e. **Integration with CGS Vendor:** Collaborating closely with the CGS vendor, we will build comprehensive game catalogs and lobbies, presenting near real-time updates on Jackpot amounts, winning numbers, prizes remaining, and other associated information. The integration will prioritize accuracy and timeliness, ensuring that the players have access to the latest and most relevant information about Lottery games.
- f. **Integration with Player Data Platform:** Working closely with the Lottery, we will identify all the key player interaction events on the website, they will be sent in real-time to the player data platform (Bloomreach) to enable

the marketing teams to create campaigns based on the actionable insights.

- g. **Data Exchange with Vendors:** Our team is experienced in working with lottery and third-party vendors to establish secure data exchange mechanisms. Whether through APIs or batch files on SFTP, we will facilitate the seamless flow of data between systems, ensuring accurate information for players.

Implementation and Deployment

1. Install and Configure a Website CMS:

Our team will deploy a Contentful Website CMS that aligns seamlessly with the unique needs of WV Lottery. In addition to the content management, Contentful provides all the essential features like:

- a. **Headless Architecture:** Contentful follows a headless CMS approach, separating the content management backend from the frontend presentation. This enables content to be delivered to various channels and devices.
- b. **API-First Approach:** Contentful is API-centric, providing robust APIs that allow developers to easily retrieve content and integrate it into different applications and platforms.
- c. **Content Modeling:** Users can define custom content structures using Contentful's content modeling capabilities. This flexibility allows for the creation of tailored content types to meet specific project requirements.
- d. **Multi-Language Support:** Contentful supports multi-language content, enabling the creation and management of content in different languages. This is crucial for global and multilingual websites.
- e. **Approval Workflows:** Contentful's Workflows are based on stages, representing different phases of the content creation and approval process. Common stages include Draft, Review, Approve and Publish. Each stage corresponds to a specific state in the content lifecycle, guiding content from initial creation through various review and approval steps to final publication. Users can also define and customize workflow states to match their specific content management needs. This flexibility allows the creation of workflows tailored to different content types and organizational requirements.
- f. **Versioning and History:** The CMS keeps track of content changes, offering versioning and history features. This allows users to review, revert, and track modifications made to content over time.
- g. **Rich Media Management:** Contentful facilitates the management of rich media assets such as images, videos, and documents. It includes features for asset storage, optimization, and delivery.

- h. **Content Preview:** Contentful provides a content preview functionality, allowing users to see how content will appear on the live site before publishing changes. This aids in content review and approval processes.
- i. **Content Scheduling:** Users can schedule content publication and unpublishing, enabling them to plan and automate the timing of when content becomes available or is removed from the live site.
- j. **User Roles and Permissions:** Contentful allows for the definition of user roles and permissions, ensuring that only authorized users have access to specific content and functionalities within the system.
- k. **Real-time Collaboration:** Multiple users can collaborate in real-time within Contentful, facilitating efficient teamwork and content creation workflows.
- l. **Webhooks:** Contentful supports webhooks, enabling users to trigger custom actions or notifications based on content changes. This is useful for integrating with external services or automating workflows.
- m. **Extensibility:** The platform is extensible, allowing developers to build custom apps, extensions, and integrations to enhance functionality and tailor the CMS to specific project needs.

2. Quality Assurance, Testing, and Validation:

Our dedicated quality assurance team will conduct thorough testing to guarantee the flawless functionality of the website. Our testing procedures include:

- a. **Functional Testing:** Verifying that all features and functionalities perform as intended.
- b. **Scope Adherence:** Ensuring strict adherence to the project scope and requirements.
- c. **User Acceptance Testing (UAT):** Engaging end-users in testing to validate the user experience.
- d. **Non-Functional Testing:** Assessing the website's responsiveness, load capacity, accessibility, and security testing.

3. Deployment and Go Live:

Our deployment strategy involves meticulous planning and execution to ensure a smooth transition:

- a. **Pre-Launch Checks:** Conducting thorough checks to address any potential issues.
- b. **Parallel Testing:** Validating the live environment alongside the existing system.
- c. **system.**
- d. **Timely Deployment:** Ensuring the fully completed and functional site is deployed by October 2024, meeting the agreed-upon timeline.

4. Maintenance:

Our commitment to ongoing maintenance includes:

- a. **Regular Testing:** Conducting regular testing to identify and rectify any emerging issues.
- b. **Updates:** Providing regular updates for the CMS and associated applications to ensure security, compatibility, and feature enhancements.
- c. **Change Requests:** If and as needed, address change requests promptly and efficiently.

Hosting

The website will be hosted using the CMS on the Cloud.

1. Guaranteed Uptime (99.9%) with SLA:

We commit to providing a robust hosting environment with a guaranteed uptime of 99.9% backed by a Service Level Agreement (SLA). Our infrastructure is designed for reliability and high availability to ensure continuous accessibility for users.

2. Hosting in SSAE 16 Type II Compliant Data Centers:

Our hosting solution will operate within SSAE 16 Type II compliant data centers, adhering to stringent industry standards for physical and environmental controls. This compliance ensures the security and integrity of your hosted website.

3. Full Disaster Recovery with Less Than 90 Minutes Site Restoration:

Our disaster recovery protocols are designed to minimize downtime in the event of unforeseen incidents. We guarantee a site restoration time of less than 90 minutes, ensuring a swift recovery process and minimal disruption to users.

4. DDoS Mitigation Solution for Cybersecurity:

Cybersecurity is a top priority. Our hosting solution includes a robust Distributed Denial of Service (DDoS) mitigation solution to safeguard against malicious attacks. This proactive defense ensures the uninterrupted availability of your website.

5. Compatibility with Various Devices and Browsers:

Our hosting environment is optimized for compatibility across a diverse range of devices and browsers. Whether users access the website from desktops, tablets, or smartphones, they can expect a seamless and consistent experience. Supported OS/Browsers include:

| Operating System | OS Version | Browser | Browser Version |
|------------------|----------------|----------------------------|----------------------------------|
| Android | 10.0 and later | Chrome Samsung Internet | Latest Version Latest Version |

| | | | |
|---------|-----------------|---------------------------------------|--|
| iOS | 14.0 and later | Safari Chrome | Part of OS Latest Version |
| Windows | 10 and later | Chrome Edge Chromium Firefox | Latest Version Latest Version Latest Version |
| Mac OSX | 10.15 and later | Safari | Part of OS |

6. Security Certifications for Infrastructure/Software:

Our infrastructure and software have undergone rigorous security assessments and hold industry-recognized certifications. We prioritize the security of your data and the integrity of the hosting environment.

Business Website Development and Management

As part of this project a separate Business Website will also be created where the lottery retailers will be able to access retailer resources and download sales reports.

1. Business Website Development:

We propose to design, develop, and maintain a separate business website dedicated to traditional lottery information. Our approach includes creating a user-friendly interface while ensuring full compliance with legal and regulatory requirements. On this site the retailers would be able to do the following:

- Submit a request to access retailer resources, which would need to be reviewed and approved before the retailer can access restricted content.
- Able to sign up and manage their account.
- Access retailer forms like Claim Sheet, Request for Credit, Printable Winner Poster, Printable Jackpot Awareness, and Settlement Date Chart.
- View contact information regarding Licensing, Ticket Orders, Retailer Relations, Validations, Security, and Accounting.
- Follow a link to the CGS vendor's Retailer Reporting page.
- Access reporting by County, they will see the reports for all retailers and not just limited to their own sales. These reports will include Table Games, Video Lottery, Sports Wagering and iGaming.

2. Content Management and Updates:

PBL will use Contentful for the development of the Business Website for Lottery Retailers. The CMS will allow the Lottery to upload the following content:

- PDF forms

- PDF reports
- A ZIP file of reports in Microsoft Excel format
- Other signage and documents in PDF format

All content for the business website will be uploaded by the lottery or provided through the database that is maintained by the Lottery.

3. Integration with Main Website:

We will establish seamless integration with the main WV Lottery website to present a unified online presence. Consistent branding across both websites will be maintained for a cohesive user experience.

4. User Support and Queries:

Dedicated support for user queries related to the separate business website will be provided.

5. Security and Compliance:

Robust security measures will be implemented to safeguard the separate business website, ensuring compliance with industry standards. Regular audits will be conducted for optimization and ongoing compliance.

6. Regular Website Audits and Optimizations:

Regular audits will be conducted to identify areas for improvement in design, functionality, and retailer experience. Based on industry best practices, we will optimize the website to enhance overall performance.

7. Collaboration with WV and NPI:

We will collaborate with West Virginia Lottery (WV) and NPI to build the website, define the processes, providing thorough documentation and knowledge transfer.

8. Reporting and Analytics:

There are no defined requirements for reporting and analytics, but we will be embedding the standard Google Analytics for the website. No additional reporting will be provided.

Schedule 3 Charges

Fees:

- **Implementation Cost:** \$399,375 US
- **Database Management Cost:** \$16,800 US/Year (cost for hosting, maintenance and overall management of the database to support the Business Website)
- **Maintenance and Hosting Cost**:** \$7,600 US/Month
- ****Maintenance and Hosting Cost** is subject to annual increase based on CPI (defined as the Consumer Price Index as determined by Statistics Canada (or its successor) for the month immediately preceding the anniversary date of the effective date of a contract for the services contemplated herein).
- **Hourly Rate:** Any additional work (including Change Requests) needed over and above the scope would be billable at \$100US/hour.

Implementation Cost Payment Milestones:

- 25% on execution of the Website Design and Development Agreement
- 50% on delivery of the Site to User Acceptance Testing
- 25% on Go Live

POLLARD**2. Startup Deliverables Cost Structure**

| | Base Cost | iLottery Cost | Total Cost |
|---------------------------------|-----------|---------------|------------|
| Content Strategy and Production | \$168,925 | | \$168,925 |
| Player Website Deliverables | \$161,950 | | \$161,950 |
| Business Website Deliverables | \$68,500 | | \$68,500 |
| Total | \$399,375 | | \$399,375 |

2A. Maintenance & Hosting Cost (Including CMS Licence)

| | Base Cost | iLottery Cost | Total Cost |
|----------------------------|-----------|---------------|------------|
| Hosting and Infrastructure | \$2,750 | | \$2,750 |
| Maintenance Services ** | \$4,850 | | \$4,850 |
| Total | \$7,600 | | \$7,600 |

| | |
|--|----------|
| Monthly bank of hour - 165H (quoted at \$100/hour) | \$16,500 |
| Bank of hour - 85H (quoted at \$100/hour) | \$8,500 |

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|--|--|
| | |
| | |
| Bug fixes due to regressions from new devices/browsers/OS versions being released | |
| Continuity of currently supported versions of software and libraries (e.g., assume a version of Postgres database is being deprecated, we will perform a migration project to stay on a current/supported version) | |
| Ongoing security practices (e.g., key rotation practices, code analysis scanning and remediation to patch any high/critical issues, etc.) | |
| | |
| | |

WILLOW TREE**3. Startup Deliverables Cost Structure**

| | Base Cost | iLottery Cost | Total Cost |
|---------------------------------|-------------|---------------|-------------|
| Content Strategy and Production | \$88,800 | | \$88,800 |
| Common Website Deliverables | \$663,600 | | \$663,600 |
| Player Website Deliverables | \$170,100 | \$170,100 | \$340,200 |
| Business Website Deliverables | \$113,400 | | \$113,400 |
| Total | \$1,035,900 | \$170,100 | \$1,206,000 |

2A. Maintenance & Hosting Cost (Including CMS Licence)

| | Base Cost | iLottery Cost | Total Cost |
|----------------------------|-----------|---------------|------------|
| Hosting and Infrastructure | \$850 | \$850 | \$1,700 |
| Maintenance Services*** | \$28,981 | \$28,981 | \$57,962 |
| Total | \$29,831 | \$29,831 | \$59,662 |

Monthly bank of hour - 165H \$0
Bank of hour - 85H \$0