



# TECHNOLOGY PROVIDER LICENSE TERMS AND CONDITIONS

State of Ohio • Ohio Lottery Commission • 615 West Superior Avenue • Cleveland, Ohio 44113-1879



**PLEASE READ THIS DOCUMENT CAREFULLY, THEN SIGN AND DATE IT IN INK**

**PLEASE PRINT THE FOLLOWING INFORMATION:**

APPLICANT'S FULL BUSINESS NAME				
STREET ADDRESS		CITY	STATE	ZIP CODE

In order to determine the Applicant's qualifications for a Technology Provider License ("License" or "Technology Provider License"), the above-referenced entity (hereinafter referred to as "Applicant") understands, acknowledges, and consents that the Ohio Lottery Commission ("Commission"), including but not limited to, its Commissioners, employees, agents and designees (hereinafter collectively referred to as "Agent") may make a thorough investigation of the Applicant's records and background. It is in the public's interest that all requested information concerning the Applicant is disclosed to the Commission and that the Commission and its Agent obtain all necessary and requested information. The Commission reserves the right to revise, supplement or amend this Application, which may require an Applicant or Technology Provider, if licensed hereunder, to submit additional documentation.

### COMPLIANCE WITH LOTTERY ACT AND RULES

The Applicant and, in the event a license is issued, the license holder ("Technology Provider license") acknowledge and agree to be bound and must comply with the applicable portions of the Lottery Act (Chapter 3770 of the Ohio Revised Code) and any amendments thereto and all applicable current or future rules, conditions, regulations, standards, directives and orders adopted, promulgated or issued there under by the Ohio Lottery Commission pursuant to Chapter 3770 of the Ohio Revised Code, Ohio Administrative Code, or the Executive Director of the Ohio Lottery Commission ("Director"). Division 3770:2 of the Ohio Administrative Code pertains to video lottery gaming, and unless specifically incorporated by reference in a rule under division 3770:2, rules under Chapters 3770-1 to 3770-6, including division 3770:1, do not apply to video lottery gaming.

### CONSENT, AUTHORIZATION, & ACKNOWLEDGEMENT

The Applicant hereby consents and acknowledges that the Commission and its Agent are authorized to conduct investigations into the Applicant's background and records using whatever legal means it deems appropriate. The Commission and its Agent reserve the right to investigate all relevant information and facts to its satisfaction.

The Applicant understands that by signing this document, a background investigation including, but not limited to, criminal history and credit reports, may be conducted by the Commission with respect to the Applicant, its principals, and other individuals involved in the technology provider's video lottery activities. The Commission discloses to the Applicant that both criminal and financial investigative background reports may be obtained for the purpose of determining the Applicant's qualifications and eligibility for a Technology Provider License and to consider the Applicant's financial responsibility, stability, and integrity. The Applicant consents to the inspection and examination of audits, financial records, and documents.

The Applicant understands and acknowledges that persons and entities requested to provide information to the Commission or its Agent must be given authorization by the Applicant to release such records and information. The Applicant understands and agrees that the results of such investigations and its conclusion may be used by the Commission and its Agent – whether orally or in writing - in order to process the Application.

The Applicant hereby understands, acknowledges, and consents that the Commission and its Agent, may examine documents, records, and data from foreign and domestic sources, through public and private channels, including but not limited to, credit bureaus, motor vehicle records and investigations, reports from federal, state and local gaming and gambling clients; professional associations; certification/licensing boards and Commissions; criminal and civil courts and administrative tribunals; police departments and bureaus; banks, financial and lending

institutions; bonding, surety and insurance companies; governmental agencies and units; corporations, employers, and references, or any other entity deemed necessary to release any information the Commission and its Agent may require in connection with its investigations.

The Applicant understands and acknowledges that the Commission and its Agent may obtain information pursuant to such investigations through personal interviews with acquaintances, business associates and other persons who may have knowledge as to the Applicant's background and records. The Applicant further understands and acknowledges that inquiry into the Applicant's formation documents (e.g., charter, bylaws, etc.), public records, registrations and licenses, and depositions and transcripts may be relevant to the Commission's evaluation of the Applicant's qualification and eligibility.

The Applicant acknowledges and consents that a criminal background investigation and report may be requested of the applicant and/or its principals, or any other persons affiliated with the applicant or licensee who the director determines should be required to submit to a criminal or financial background check. The criminal background investigation and report may be used by the Commission and its Agents for the purpose of reviewing and evaluating the Application. The Applicant understands and agrees that the results of this background investigation and report, as well as the conclusions drawn there from by the Commission and its Agent, may prove unfavorable to the Applicant.

If a Technology Provider License is approved, the Applicant acknowledges and authorizes that the Commission and its Agent, as well as its successors and assigns, may obtain the above mentioned background information about the Applicant at any time and on an ongoing basis in connection with this application process or for any one or more of the following reasons: (1) issuing and reviewing the License; (2) taking administrative or regulatory action on the License; or (3) any other legitimate and lawful purpose associated with the License. The Applicant agrees to cooperate with any such investigations by the Commission.

The Applicant understands and acknowledges that falsification of information shall constitute an immediate denial of an Application, and/or suspension or revocation of a Technology Provider License. Any misleading or incorrect statements, omissions whatsoever, including any failure to disclose any criminal conviction or any threatened or actual debarment, exclusion or other ineligibility notice for participation in gaming and/or gambling activities, may remove this Application from further consideration by the Commission and, if licensed, may cause such license issued by the Commission to be suspended or revoked. Such actions may also subject the Applicant to civil and criminal penalties as proscribed by law. A Technology Provider License may be denied on the bases set forth in section 3770:2-5-05 of the Ohio Administrative Code.

## **BACKGROUND INVESTIGATIONS**

---

The Applicant hereby understands and acknowledges that the director and its Agent may initiate investigations into the backgrounds and records of the Applicant or the Applicant's principals or any other persons affiliated with the applicant or licensee who the director determines should be required to submit to a background investigation.

The Applicant understands and agrees that the criminal history record files contain records of arrests which may have resulted in a disposition other than a finding of guilty (i.e. dismissal of charges or charges that resulted in a finding of not guilty). The Applicant further understands and agrees that the information may contain listings of charges that resulted in a suspended sentence even though the Applicant, and/or its principals successfully completed the conditions of probation or charge was later discharged or expunged. The Applicant acknowledges and authorizes that this type of information may be released to the Commission and its Agent even though this record is designated as non-public.

In order to facilitate the background investigations, each Applicant, and any other individuals or entities required to submit to background investigations must complete any documents required by the Commission. The Commission and its Agent reserve the right to require additional background information from the Applicant.

The Applicant agrees that, during the term of the License and any renewal thereof, the Applicant shall be obligated to provide any additional information as the Commission may prescribe. The Applicant agrees to appraise the Ohio Lottery should any criminal proceedings occur during the term of the contract.

## **APPLICATION AND LICENSE FEES**

---

Applicant shall pay to the Lottery an initial licensing fee of \$2,500 at the time of submission of this Application as set forth in section 3770:2-11-01 of the Administrative Code. Such payment shall be made by certified check or wire transfer to the Ohio Lottery Commission. License renewals are \$1,000.

## **INDEMNIFICATION**

---

In addition to and not in limitation of any other obligation of the Applicant/Technology Provider, the Applicant/Technology Provider agrees to save, defend, indemnify and hold harmless the Ohio Lottery Commission, its Commissioners, Director, employees, agents, and the State of Ohio from and against any and all charges, obligations, demands, claims, damages, losses, recoveries, judgments costs, expenses (including reasonable attorney fees), or liability of any kind whatsoever including, but not limited to, consequential, exemplary, special, indirect, incidental or punitive damages, loss of profit or loss of business opportunity including reasonable attorneys' fees arising out of or relating in any way to Applicant/Technology Provider's acts or omissions, including infringement, in connection with any video lottery gaming activities. Any defense undertaken on behalf of any indemnitee hereunder shall be in cooperation with the Ohio Attorney General.

## **EQUIPMENT STANDARDS**

---

A Technology Provider may not deliver to a video lottery sales agent a terminal to be placed into service unless the following requirements are met:

1. The gaming facility has been licensed, totally or temporarily, as a video lottery sales agent by the lottery.
2. The video lottery terminal hardware has passed appropriate testing conducted by an independent test lab licensed by the lottery.
3. The video lottery terminal is compatible with the central monitoring system controlled by the Lottery. Any additional hardware or software to accomplish this is the responsibility of the manufacturer and/or video lottery sales agent.
4. The game software has been approved by an independent test lab licensed by the lottery.
5. The game theme, type, and prize structure has been approved by the Lottery Commission under game rule 3770:2-10-60.
6. The video lottery software must be provided to the video lottery central monitoring system provider at no additional cost to the lottery.
7. The Lottery and its designated agents shall have access to the hardware and software of the video lottery terminals for audits authorized by 3770.06 of the Ohio Revised Code and for any other purposes deemed necessary by the director.

## **ACCOUNT MANAGEMENT**

---

A licensed Technology Provider must identify a single point of contact for technical questions and concerns and for the reporting of incidents. A Technology provider must agree to provide timely notice to the Lottery Commission regarding incidents related to their hardware or software in other jurisdictions.

Technology Provider employees who require ongoing access to Ohio racetrack facilities may be required to obtain a gaming employee license as defined in section 3770:2-4-01 or to register with the Lottery Commission upon arrival at the facility.

## **PROHIBITION**

---

Neither the Applicant/Technology Provider nor any person, on behalf of him/herself or any other organization, directly or indirectly, shall invite, solicit, demand, offer or accept payment, contribution, favor or other consideration to influence the award or retention of a Technology Provider License or any contracts related to said licenses.

## **DENIAL OF LICENSE**

---

If after a full review of an Application and consideration of any other factors deemed relevant to the efficient and proper administration of video lottery gaming, the Director determines that an Applicant has not met the requirements for issuance of a Technology Provider License, or has not supplied sufficient information to allow the Director to determine if the requirements for issuance of a License have been met, the Director may deny the Application, or may request that the Application be revised for further consideration. When required to do so by the

Administrative Procedure Act, the Director shall afford a hearing to an Applicant. Any such hearings shall comply with the requirements for adjudication hearings set forth in the Administrative Procedure Act.

### **GROUNDS FOR SUSPENSION, CANCELLATION, OR REVOCATION OF A TECHNOLOGY PROVIDER LICENSE**

---

The Applicant acknowledges the authority of the Director, subject to Chapter 119 of the Revised Code to suspend, cancel or revoke the license of any Applicant as set forth in section 3770:2-5-06 of the Administrative Code.

Any suspension or revocation may be in addition to or in lieu of the imposition of a fine under section 3770:2-5-06 of the Administrative Code. When required to do so by the Administrative Procedure Act, the Director shall afford a hearing to the technology provider affected by an order to suspend, revoke or cancel a License. Such hearing shall comply with the requirements for adjudication hearings set forth in the Administrative Procedure Act.

If a License is revoked, an Applicant may reapply, but any subsequent application shall require submission of a new application, and shall only be submitted after any waiting period for reapplication, if any, established by the Director, has expired.

### **CHANGE IN FINANCIAL CONDITION OR OWNERSHIP**

---

Prior to issuance of a Technology Provider license, or during the term of a Technology Provider license, the applicant or licensee shall update or supplement information provided to the Lottery regarding changes in financial condition and/or ownership. Failure to notify the Director of such material change in financial condition, control or ownership may be grounds for revoking the license.

### **ASSIGNMENT**

---

A License may not be assigned or transferred.

### **WAIVER AND RELEASE**

---

The Lottery and its agents will not affirmatively disclose information provided to the Lottery by Applicant and designated as confidential except where disclosure is required by law, legal process, or by a final ruling of a court of competent jurisdiction, pursuant to the laws of the State of Ohio or the United States of America, or if such information has been made public by a third party.

The Applicant understands and acknowledges that certain documents and records may contain negative and or confidential information about the Applicant. Applicant accepts the risk of any embarrassment, criticism, financial loss, or other adverse consequence which may result from the review or release of information in the application packet. In consideration of the Lottery's review of the Application, the Applicant, for itself and its agents, employees, trustees, directors, administrators, affiliates, subsidiaries, successors and assigns hereby waives any and all claims it or they may now or hereafter have against the Lottery, its Commissioners, Director, employees, agents or the state of Ohio (hereinafter Released Parties) and hereby releases and forever discharges the Released Parties in their personal, and/or official capacities of and from all charges, claims, liabilities, obligations, demands, controversies, damages, costs, fees, expenses (including any claim for attorney fees), actions and causes of action of any kind, but excluding any of the forgoing arising from the willful or wanton misconduct of the Released Parties, which it or they may now or hereafter have arising from or related to the disclosure of information submitted or obtained in the Application review process or arising from the investigation of the background of the Applicant, its principals and key gaming employees or from the review of the application package.

### **APPLICANT'S STATEMENT & CERTIFICATION**

---

The Applicant authorizes the investigations of any and all statements contained in this Acknowledgement as well as the Applicant's Technology Provider License Application as may be necessary in arriving at a licensing decision. The Applicant certifies that the information given in this Application is an accurate statement of facts about the Applicant, and its principals. By signing this document, Applicant acknowledges the Applicant's awareness that any false or misleading statements, omissions, or failure to disclose information may disqualify the Application.

The Applicant understands that it is seeking the granting of a privilege and acknowledges that the burden of proving its qualifications for a favorable determination is at all times on the Applicant. The Applicant accepts any risk of adverse public notice, embarrassment, criticism, or other action of financial loss, which may result from action with respect to its Application.