

**LICENSE, GOODS AND SERVICES AGREEMENT  
MONOPOLY™ MILLIONAIRES' CLUB**

THIS LICENSE, GOODS AND SERVICES Agreement (this “**Agreement**”) is made and entered into on the date of execution this \_\_\_\_\_ day of July, 2014 by and among MDI ENTERTAINMENT, LLC (“**MDI**”), SCIENTIFIC GAMES INTERNATIONAL, INC. (“**SGI**”) (MDI and SGI collectively referred to as the “**SG Parties**”), each with offices at 1500 Bluegrass Lakes Parkway, Alpharetta, Georgia 30004, and the MULTI-STATE LOTTERY ASSOCIATION (“**MUSL**”) on behalf all lotteries participating in the MONOPOLY Millionaires’ Club lottery game, with offices located at 4400 NW Urbandale Drive, Urbandale, Iowa 50322-7919.

**RECITALS**

WHEREAS, MUSL is an association of governmental lotteries organized to assist, facilitate, and coordinate among its lottery members one or more multi-jurisdiction lottery games; and

WHEREAS, MUSL issued a request for proposals for a new national premium lottery game and associated television game show dated August 16, 2013, and amended September 16, 2013 (as amended, the “**RFP**”);

WHEREAS, the SG Parties submitted a proposal in response to the RFP (the “**Proposal**”) that included a comprehensive package of goods and services to be provided under the brand “MONOPOLY™ Millionaires’ Club” based upon the SG Parties’ patented game concept for a lottery draw game and incorporating the world-famous “MONOPOLY” logos, artwork and trademarks owned by Licensor (defined below);

WHEREAS, the Joint National Premium Game Committee selected the Proposal as the new national premium lottery draw game and associated television game show on November 7, 2013; and

WHEREAS, MUSL desires to utilize the SG Parties’ patented draw game concept in conjunction with a new national premium lottery draw game; and

WHEREAS MUSL desires to have the SG Parties provide the comprehensive package of goods and services to provide the production, distribution, audience fulfillment, prize determination and prize fulfillment of the associated television game show in coordination with the new national premium lottery draw game; and

WHEREAS, MUSL desires to utilize the title, logos, artwork and designs of the Property (defined below) in conjunction with the “MONOPOLY Millionaires Club™” lottery draw game that is based upon the SG Parties patented draw game concept as described in Annex 1, attached to and incorporated into this Agreement, (the “**MMC Game**”) to be conducted by participating United States lotteries as assisted by MUSL (“**Territory**”); and

WHEREAS, MUSL intends to enter into an agreement (the “**Participation Agreement**”) on behalf of its participating Member Lotteries with certain other lotteries as set forth in Schedule A as such Schedule shall be updated from time to time by the MUSL,(such lotteries that participate in the MMC Game shall be referred to collectively as the “**Participating Lotteries**”), which Participation Agreement shall be subject to the terms of this Agreement, and by the terms of this Agreement the Participating Lotteries will be authorized to offer the MMC Game as an additional game in each such Participating Lottery’s respective jurisdiction as assisted by MUSL;

WHEREAS, each Participating Lottery is a legal entity authorized to operate a lottery within its respective jurisdiction and has the legal capacity to operate the MMC Game and to authorize, and has authorized, MUSL to enter into this Agreement on their behalf; and

WHEREAS, MDI is the exclusive licensee of the Property for use with lottery products in the United States, its territories and possessions and Canada, with authority to sublicense such Property to MUSL and the Participating Lotteries in the MMC game; and

WHEREAS, MUSL, on behalf of the Participating Lotteries, desires to enter into this Agreement with the SG Parties for the sublicense and use of the Property and the Licensed Patents (defined below) upon the terms and conditions as set forth herein in connection with the MMC Game and the provision of certain goods and services, including payment of certain monetary prizes and the fulfillment of certain trip prizes, upon the terms and conditions as set forth herein.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises hereinafter set forth, and intending to be legally bound, the parties hereto agree as follows:

## ARTICLE 1 MONOPOLY™ LICENSE

### 1.1 Materials to be Licensed

- a) **“Property”** shall individually and collectively refer to the approved title, designs, names, logos, symbols, emblems, characters, artwork, depictions, illustrations, labels, insignia, indicia and visual representations of any type including any and all trademarks, service-marks, copyrights, patented ~~and/or~~ patent pending play styles associated with the board game MONOPOLY, subject to the terms and conditions set forth in the agreement between Hasbro, Inc., (collectively the **“Licensor”**), and MDI (**“Hasbro Agreement”**). A letter from Hasbro describing the licensed rights granted to MDI and MDI’s authority to sublicense those to MUSL and the Participating Lotteries is attached as Annex 3.
- b) **“Licensed Patents”** shall refer individually and collectively to the technical information, know-how, and subject matter described in United States Patent Nos. 7997982 and 8262453 and all Intellectual Property Rights deriving therefrom, registered or not as well as any U.S. Patent that may issue from the same, together with any divisionals, continuations or continuations in part thereof, including reissues, and reexaminations.
- c) **“Intellectual Property Rights”** shall mean any rights with respect to inventions, discoveries, or improvements, including patents, patent applications and certificates of invention; trade secrets, know-how, or similar rights; the protection of works of authorship or expression, including copyrights and future copyrights; and trademarks, service marks, logos, and trade dress; and similar rights under any laws or international conventions throughout the world, including the right to apply for registrations, certificates, or renewals with respect thereto, and the rights to prosecute, enforce and obtain damages.
- d) **“Developed Intellectual Property”** means any intellectual property, and any Intellectual Property Rights therein and thereto, created by a Party during the Term of this Agreement relating solely to the MMC Game. For the avoidance of confusion, as between the Parties all Intellectual Property Rights in and to or developed in relation to the Game Show belong solely to the SG Parties.

### 1.2 Grant of License to Licensed Patents

- a) Subject to the terms and conditions of this Agreement, SGI hereby grants to MUSL and the Participating Lotteries the non-exclusive, royalty-free right and license in the Territory until the expiration or earlier termination of this Agreement to use the Licensed Patents in association with the design, implementation, sale, marketing, advertising, and promotion of the MMC Game to be operated by the Participating Lotteries as assisted by MUSL and identified as “MONOPOLY™

Millionaires' Club™" by MUSL and each Participating Lottery and the associated television game show. In the event a Participating Lottery discontinues participating in the MMC Game, all rights under this license applicable to such Participating Lottery shall immediately terminate and all use of the Licensed Patents in relation to such Participating Lottery shall immediately cease except to the extent necessary for the sole purpose of announcing and processing post game closure prize claims and for historical references to past games offered.

- b) The grant of rights set forth in Section 1.2(a) includes the right to sublicense, without the SG Parties' prior written consent, the Licensed Patents to a Participating Lottery's lottery gaming system supplier solely to the extent necessary for such supplier to implement and maintain, including software development to the extent necessary to the implementation and maintenance of, the MMC Game on such supplier's lottery gaming system and, if necessary, peripheral equipment connected to such lottery gaming system, on behalf of the corresponding Participating Lottery for purposes of this Agreement. Any such sublicense shall be in writing and shall be subject to substantially the same terms and obligations of the Participating Lottery ~~and/or~~ and MUSL under this Agreement. Each such sublicense shall be terminated upon the reasonable request of the SG Parties and shall automatically terminate upon the termination of the grant to the corresponding Participating Lottery ~~and/or~~ and MUSL or the termination of the lottery gaming system supply agreement with the Participating Lottery. The Participating Lottery shall notify the SG Parties of the sublicense upon execution thereof and shall remain fully liable to the SG Parties for the actions of its sublicensees.
- c) MUSL and the Participating Lotteries acknowledge and agree, and shall ensure that each of their respective sublicensees acknowledges and agrees that SGI claims that it is the owner of all right, title and interest in and to the Licensed Patents and MUSL agrees not to challenge such claims. Nothing in this Agreement is intended, nor shall it be deemed, to transfer any ownership or other rights in the Licensed Patents to MUSL or the Participating Lotteries (or any of their sublicensees), other than the license expressly granted hereunder.
- d) SGI represents and warrants:
  - i. that it is the owner of the Licensed Patents;
  - ii. that it has the right to enter into this Agreement and to grant the license to the Licensed Patents granted herein; and
  - iii. that there is no pending litigation, or pending written claims received by SGI or its Affiliates, alleging that SGI's practice of the technology covered by the Licensed Property has infringed any Intellectual Property Rights of any third party. For purposes of this Agreement, "Affiliates" means any person or entity controlling, controlled by or under common control with a party. For purposes of this definition, "control" shall mean the ability to direct the activities of such entity whether by agreement, equity ownership or voting rights.
- e) If one of the Licensed Patents is infringed by a third party, the SG Parties shall have the sole right as owner to take action in its own name against the infringing party to the extent permitted by law. Any action that the SG Parties takes against a third party on account of any such infringement shall be at its expense and any final award granted or any settlement made shall be paid to the SG Parties, and MUSL shall have no claim to such award or settlement. MUSL agrees that it shall cooperate with the SG Parties in any such litigation provided that the SG Parties shall reimburse the reasonable legal fees and expenses incurred by MUSL ~~and/or~~ and the Participating Lotteries in connection therewith.

- f) Notwithstanding anything to the contrary herein, the SG Parties will not license, covenant or release any other lottery or lottery organization in the United States of America with respect to rights under the Licensed Patents for the duration of this Agreement without the written consent of the MUSL.

### 1.3 Grant of License to the Property

- a) Subject to the terms and conditions of this Agreement, the SG Parties hereby grant to MUSL and the Participating Lotteries the non-exclusive right and license in the Territory and during the Term (defined below) to reproduce, use and make copies of the Property in association with the implementation, sale, marketing, advertising, and promotion of the MMC Game, subject to the terms of Sections 1.4 and 1.5, to be operated by the Participating Lotteries as assisted by MUSL and identified as “MONOPOLY™ Millionaires’ Club™” by each Participating Lottery.
- b) The grant of rights set forth in Section 1.3(a) includes the right to sublicense, without the SG Parties’ prior written consent, the Property to a Participating Lottery’s lottery gaming system supplier solely to the extent necessary for such supplier to implement and maintain, including software development to the extent necessary to the implementation and maintenance of, the MMC Game on such supplier’s lottery gaming system and, if necessary, peripheral equipment connected to such lottery gaming system, on behalf of the corresponding Participating Lottery for purposes of this Agreement. Any such sublicense shall be in writing and shall be subject to substantially the same terms and obligations of the Participating Lottery ~~and/or~~ MUSL under this Agreement. Each such sublicense shall be terminated upon the reasonable request of the SG Parties and shall automatically terminate upon the termination of the grant to the corresponding Participating Lottery ~~and/or~~ MUSL or the termination of the lottery gaming system supply agreement with the Participating Lottery. The Participating Lottery shall notify the SG Parties of the sublicense upon execution thereof and shall remain fully liable to the SG Parties for the actions of its sublicensees.

In the event a Participating Lottery no longer participates in the MMC Game, all rights under this license and any sublicense applicable to such Participating Lottery shall immediately terminate and all use of the Licensed Patents and Property in relation to such Participating Lottery shall immediately cease except to the extent necessary for the sole purpose of announcing and processing post game closure prize claims and for historical reference to past games offered. MUSL and the Participating Lotteries acknowledge and agree, and shall ensure that each of their respective sublicensors acknowledges and agrees, that Licensor ~~and/or~~ SG Parties are the owners of all right, title and interest in and to the Property and that SG Parties is the exclusive licensee of the Property for lottery products. Nothing in this Agreement is intended, nor shall it be deemed, to transfer any ownership or other rights in the Property to MUSL or the Participating Lotteries (or any of their sublicensors), other than the license expressly granted hereunder.

- c) The Property shall not include the MONOPOLY® property as depicted in any visual entertainment program or media, including but not limited to any live action or animated theatrical motion picture, television program or series, or direct-to-video feature. MUSL acknowledges Licensor as a third party beneficiary under this Agreement with respect solely to the MMC Game.
- d) MUSL shall promptly notify the SG Parties in writing of any infringement or unauthorized use by others of the Property of which MUSL becomes aware, including any infringement or unauthorized use by any Participating Lottery. MUSL agrees that it shall not initiate or voluntarily participate (unless requested by the SG Parties) in any proceedings brought to challenge the validity of any of the claims of the Property.
- e) The SG Parties represent and warrant:

- i. that they are the exclusive licensee of all rights in and to the Property necessary for purposes of this Agreement and the rights granted to MUSL and the Participating Lotteries herein;
- ii. that they have the right to enter into this Agreement and to grant the license to the Property granted herein; and
- iii. that there is no pending litigation, or pending written claims received by the SG Parties, or their Affiliates, alleging that the SG Parties' use of the Property has infringed any Intellectual Property Rights of any third party.

#### **1.4** Utilization of the Property

- a) The graphic and other creative elements for the Property that may be reproduced and used by MUSL and the Participating Lotteries in relation to the MMC Game are limited to the Property as defined in Section 1.1(a) above.
- b) MUSL and the Participating Lotteries shall submit all artwork and other materials for (i) tickets, point-of-sale, advertising, marketing and promotional materials, related website and online materials for ~~to~~ the MMC Game, and (ii) any other materials embodying or referencing the Property (or any element thereof) (collectively the "**Artwork**") to the SG Parties for approval by the SG Parties and Licensor. MUSL and the Participating Lotteries shall not disseminate any Artwork until they have procured the SG Parties' prior written approval. The SG Parties shall have fifteen (15) business days from date of submittal to Licensor to approve in writing each piece of Artwork or to return the Artwork to MUSL and the Participating Lotteries for revision. MUSL and the Participating Lotteries shall submit any revised Artwork to the SG Parties, and the SG Parties shall have up to an additional fifteen (15) business days from date of submittal to Licensor to approve in writing all such revised Artwork or to return such revised Artwork to MUSL and the Participating Lotteries for further revision. If the SG Parties do not approve the Artwork in writing within the aforementioned time periods, the Artwork shall be deemed not approved by the SG Parties. Approvals and requests for revisions shall be communicated via email, fax or other written documentation. The SG Parties reserves the right to modify trademark requirements prior to final approval of all Artwork and other creative elements for the MMC Game. For purposes of clarification, the SG Parties shall be responsible for facilitating with Licensor all approvals required from the SG Parties under this Agreement.
- c) Neither party will unreasonably withhold, condition or delay its approval of any act or request of the other party to which its approval is necessary or desirable; provided, however, that Licensor's consent to any proposed use of the Property may be granted or withheld in Licensor's sole discretion.
- d) MUSL recognizes the great value of the goodwill associated with the Property and acknowledges that the Property and all rights therein and the goodwill pertaining thereto belong exclusively to the Licensor and inure to Licensor's benefit, and that upon expiration of this Agreement MUSL and the Participating Lotteries shall discontinue any and all use of the Property and sale or distribution of any articles bearing the Property except to the extent necessary for the sole purpose of announcing and processing post game closure prize claims and for historical reference to past games offered.

#### **1.5** Trademark Notice and Other Requirements

- a) MUSL and the Participating Lotteries agree to place a trademark ("™") designation with each use of the word mark MONOPOLY on the Artwork, as appropriate, or as may otherwise be specified by the SG Parties or the Licensor. Also, one or more of the following notices shall be placed on the ticket front, playslip and all Artwork embodying the Property (or element thereof; a single reference on the first use of the Property on each ticket front, playslip and artwork is sufficient):

- b) MUSL and the Participating Lotteries (as applicable) shall provide the SG Parties with at least the following number of samples for the MMC Game, as appropriate:
  - i. Ten (10) samples of all point-of-sale and printed advertising pieces not supplied by the SG Parties;
  - ii. Two (2) dubs of all TV, internet video ~~and/or~~ radio advertising not supplied by the SG Parties;
  - iii. Six (6) photographic samples of all out of home advertising (such as billboards, bus signs, pole signs, etc.) not supplied by the SG Parties; and
  - iv. Six (6) samples of all retailer sell-in and related communications materials.

The SG Parties and the Licensor each reserves the right to request additional samples.

## **1.6**    Expiration of License

No rights or licenses, express or implied, other than those indicated in this Agreement are granted by this Agreement. Immediately upon expiration of the Term, all rights granted to MUSL and the Participating Lotteries under this Article 1 shall terminate with no further action required of either party to effectuate such termination, except to the extent necessary for the sole purpose of announcing and processing post game closure prize claims and for historical reference to past games offered.

## **1.7**    Intellectual Property Ownership

- a) MUSL acknowledges and agrees that, as between the parties (including all Participating Lotteries), all right, title and interest, including all Intellectual Property Rights, in and to the Licensed Patents and Property belong solely to the SG Parties. The parties agree that for purposes of this Agreement, the SG Parties are and shall be the sole and exclusive owners of all right, title and interest throughout the world of all Intellectual Property Rights in and to the Game Show.
- b) Subject to the ownership provisions in 1.7(a) above:
  - i. MUSL or the Participating Lotteries owns all Developed Intellectual Property created solely by MUSL or the Participating Lotteries.
  - ii. The SG Parties own all Developed Intellectual Property created solely by the SG Parties.
  - iii. The SG Parties and MUSL shall jointly own all jointly Developed Intellectual Property.
  - iv. Neither party shall license or otherwise exploit the jointly owned Developed Intellectual Property without the permission of the other party.

# **ARTICLE 2 LOTTERY GAME**

## **2.1**    Lottery Draw Game

- a) Except as specifically provided for herein, or as otherwise agreed by the parties, the Participating Lotteries shall operate and sell, as assisted by MUSL, the MMC Game in their respective jurisdictions, in accordance with the game rules adopted by the Participating Lotteries (the “**Game Rules**”) as reviewed with opportunity to comment by the SG Parties which shall conform in all respects with the terms of the licenses granted herein.
- b) Such Game Rules shall be designed to implement the MMC Game in a manner substantially similar to the game description set forth in Annex 1, as may be reasonably amended from time to time. In the event a

Participating Lottery is unable to follow the Game Rules, MUSL may enter into a variance to such Game Rules provided that the terms of the variance (i) comply in all respects with the terms of the license granted in Article 1; and (ii) allow the Participating Lottery to comply substantially with the intent of the Game Rules.

- c) MUSL and each Participating Lottery agree to commit to participating in the MMC Game through the final broadcast of original episodes of the then-current Game Show television broadcast Season (as defined below) unless the Participating Lottery is required by Federal or State law to discontinue selling the game. For the avoidance of confusion, this means that regardless at what point a Participating Lottery begins its participation in the MMC Game, such Participating Lottery must commit to offering the MMC Game at least through the end of broadcast of original episodes through the applicable Season of the television Game Show unless the Participating Lottery is required by Federal or State law to discontinue selling the game. Nothing in this Agreement shall be construed as preventing a lottery from beginning participation in the MMC Game at any time during the Term. Regardless, MUSL and the Participating Lotteries agree that each ticket purchased in a Participating Lottery jurisdiction for the MMC Game shall be eligible for the second chance drawing described in Section 3.3 regardless of whether the lottery remains a Participating Lottery.
- d) MUSL agrees to reasonably cooperate with the SG Parties and with each Participating Lottery's lottery system provider for the implementation of the MMC Game in each Participating Lottery jurisdiction. Such cooperation includes, but is not limited to, providing timely approvals as required under this Agreement and the Participation Agreement and, providing information as reasonably requested by the SG Parties in relation to this Agreement and the operation of the MMC Game.

## 2.2 Price Point

The MMC Game shall be sold to eligible players by the Party Lotteries at Five dollars (\$5.00) per play.

## 2.3 Sales Period

Public sales of the MMC Game shall begin in the Participating Lotteries on a schedule as indicated in Schedule A and shall continue at least through the end of broadcasts of original shows during a television game show Season for so long as such Participating Lottery agrees to participate in the MMC Game.

## 2.4 Prizes

Prizes for the MMC Game shall be the sole responsibility of MUSL and the Participating Lotteries. The SG Parties shall have no liability related to any prize awarded pursuant to the MMC Game. The SG Parties shall be responsible for all prizes awarded in connection with the second chance drawing and the Game Show.

# ARTICLE 3 TELEVISION GAME SHOW

## 3.1 Game Show

- a) The SG Parties shall develop, produce and enter into television license agreements with broadcast television stations for the telecast of an episodic, unscripted television game show in all the Participating Lottery jurisdictions for the MMC Game (the "**Game Show**"). All costs associated with the development, production and distribution of the Game Show, including but not limited to talent fees for the hosts and the announcer, studio rental and time, production staff and crew fees, including set-up and

dismantle of any sets, uplink and broadcast of the game show, contestant travel and prize expenses, shall be borne by the SG Parties or its contractors and no additional compensation or fees, other than as set forth in Section 4, shall be paid by MUSL or the Participating Lotteries.

All Game Show rules and procedures must be reviewed and approved in writing by the Participating Lotteries, acting through MUSL, within three (3) business days from the date MUSL receives the request for approval from the SG Parties, such approval not to be unreasonably withheld. In the event the SG Parties do not receive written acceptance or rejection of the Game Show rules from the Participating Lotteries acting through MUSL within three (3) business days, such rules shall be deemed approved. See Annex 2.

All activities undertaken during the recording of the Game Show shall be monitored by a MUSL drawing official, who shall have authority to stop any Game Show activities at any time that such drawing official reasonably determine such Game Show activities are not being conducted in accord with the approved Game Show rules and procedures. In the event that the MUSL drawing official stops any such Game Show recording activities, such official will promptly meet with an SG Parties representative, the Game Show show-runner, the production company representative and the third party game show compliance consultant to review the issue and reach a reasonable resolution to allow such Game Show activities to proceed without undue delay, such resolution not to be unreasonably rejected by any party.

b) MUSL and Participating Lottery Trademark License:

- i. MUSL and the Participating Lotteries hereby grant to the SG Parties, a limited, non-exclusive, non-transferable license to use the MUSL Licensed Trademarks (as are listed on Annex 4 and may be added to by MUSL in its sole discretion) solely in conjunction with the MMC Game and the Game Show, including the promotion thereof. The license is subject to the following conditions: (i) all use of the MUSL Licensed Trademarks by the SG Parties shall be solely for the purposes and strictly in accordance with this Agreement; (ii) the SG Parties will not use the MUSL Licensed Trademarks in any manner or materials not permitted in this Agreement or without the prior written approval of MUSL (which shall include, without limitation, approval of all advertising and promotional materials which contain a MUSL Licensed Trademark), such approval or disapproval not to be unreasonably withheld or delayed; (iii) the SG Parties will not depart from the approved use of the MUSL Licensed Trademarks without the prior written consent of MUSL, such consent not to be unreasonably withheld or delayed; and (iv) the MUSL Licensed Trademarks will be used in the form and format set forth on Annex 4 or as MUSL may otherwise specify, agree to, or provide to the SG Parties.
- ii. The grant of this Section 3.1(b) shall remain in effect for the duration of this Agreement. Nothing stated in this Agreement prohibits MUSL from granting to other persons a license to use the MUSL Licensed Trademarks in conjunction with the providing of any other service or product.

c) Ownership, Licensing and Revenue

- i. MUSL and the Participating Lotteries acknowledge and agree that, as between the parties, the SG Parties are the owner of all right, title and interest in and to the Game Show. Nothing in this Agreement is intended, nor shall it be deemed, to transfer any ownership or other rights in the Game Show to MUSL or any of the Participating Lotteries, other than the license to the Licensed Patents and the Property as expressly granted herein.
- ii. Notwithstanding anything to the contrary herein, MUSL and the Participating Lotteries are hereby granted a perpetual, irrevocable, royalty free license to copy, use and display excerpts from recordings of the Game Show of three hundred (300) seconds or less from the applicable recording for purposes of promoting the Game Show, provided such promotion includes the appropriate “tune-in” information (i.e.; station, time and day) and is removed from display or other use within six

- (6) weeks from the original airing of the episode from which such excerpt derives, provided that to the extent the exercise of such right by MUSL or a Participating Lottery exceeds or fails to comply with such requirements and causes any payment obligations to any third party, either as a result of Guild or union obligations (e.g. reuse/residuals), or pursuant to the terms of any other agreement of the SG Parties (e.g., Game Show host agreement), MUSL and each such Participating Lottery causing such payment obligation shall reimburse the SG Parties in full for such payments. The SG Parties will provide MUSL with one free electronic copy in a format acceptable to the MUSL of every episode of the Game Show in order that MUSL and the Participating Lotteries may place such excerpts on their websites.
- iii. The SG Parties shall pay MUSL ten percent (10%) of all gross revenues received by the SG Parties for any re-airing or re-distribution of any episode of the Game Show, where such re-airing or re-distribution occurs after the conclusion of the Season in which such episode was initially aired.
- d) The Game Show shall consist of a minimum of:
- i. Five (5) mini-games, each with up to a potential \$100,000 in prizes;
  - ii. One (1) final game with a potential \$1,000,000 top prize;
  - iii. One (1) audience participation prize equal to the amount won by the Participant (as defined below) in the final game under 3.1(d)(ii), up to \$100,000. If the prize won by the Participant in the final game is \$1,000,000, then the audience participation prize shall be between \$100,000 and \$1,000,000; and
  - iv. One (1) local game, the content and play style of which shall be determined by the Parties and may be modified from time to time, with a potential \$10,000 top prize which will be inserted into each Participating Lottery's local broadcast. There will be at least one (1) Participant (as defined below) from each Participating Lottery served by a Designated Market Area ("DMA") in the local game of each Game Show episode.
- e) The Game Show shall be recorded as separate episodes, with groups of episodes being called a "**Season**". The initial broadcast Season (the "**First Season**") shall consist of sixty-three (63) original broadcasts aired on weekends anticipated to commence on the weekend of February [7-8], 2015, and concluding the weekend of September 9, 2016 with reruns of episodes broadcast throughout First Season. All subsequent Seasons shall consist of thirty-nine (39) original broadcasts aired on weekends commencing in September of the applicable calendar year running until the following September. The parties acknowledge that there may be reruns of Game Show episodes broadcast during the period that the no less than thirty-nine (39) original broadcasts are aired.
- f) Distribution of the Game Show shall be made through at least three (3) methodologies as follows:
- i. First-Run Broadcast Syndication: The SG Parties will obtain first-run broadcast high definition (if available) and standard definition distribution of each original episode in substantially all Designated Market Areas ("DMA") located covering Participating Lottery jurisdictions. The SG Parties will ensure such broadcasts are on weekends (Saturday or Sunday) with broadcasting starting between 7:00 p.m. and 11:00 p.m. Eastern and Pacific time and between 6:00 p.m. and 11:00 p.m. Central and Mountain Time (collectively "**Prime or Prime Access**"), or if no time slots are reasonably available, in such other time period as requested or agreed upon by a Participating Lottery, such approval shall not be unreasonably withheld. Under no circumstances will the SG Parties be obligated to distribute the Game Show to a broadcast television station that has its transmitter installed in a non-lottery jurisdiction;
  - ii. Cable Networks: The SG Parties will obtain high definition and standard definition cable distribution of at least one (1) weekly airing of at least one (1) episode over cable networks in Prime or Prime Access in at least one (1) continental U.S. time zone (Pacific, Mountain, Central, or Eastern); and
  - iii. Streaming: The SG Parties will obtain distribution of original episodes via at least one (1) video streaming platform.

### 3.2 Participating Lottery Participation

Participation in the Game Show by players from Participating Lottery jurisdictions (“**Participant(s)**”) shall be described in the jurisdictional Game Rules or drawing rules and procedures adopted by each Participating Lottery (the “**Drawing Rules**”). The target Participant audience shall be approximately one (1) Participant per 1,200,000 of total population in the Participating Lottery jurisdictions. For example, based on a total population of 150,000,000 in the Participating Lottery jurisdictions, the target Participant audience is one hundred twenty-five (125), but the specific Participant audience size shall be as agreed to by the Parties, subject to the foregoing target criteria.

### 3.3 Second Chance Drawing

- a) Participants for the Game Show shall be selected by each Participating Lottery from the eligible players in such Participating Lottery’s jurisdiction through a second chance drawing pursuant the **Drawing Rules**. The SG Parties shall provide drawing files to each Participating Lottery. The drawing file will be limited to player information and time/date stamp of entry subject to validation of entered webcodes.
- b) The second chance drawing may be conducted by the Participating Lottery or by the SG Parties on behalf of the Participating Lottery, as agreed by each Participating Lottery. Participant drawing services shall be provided by the SG Parties subject to drawing procedures agreed to and executed by the Participating Lottery.
- c) Each Participating Lottery shall have a minimum of three (3) Participants or Participant proxies in every TV Game Show audience.
- d) Distribution of Participants shall vary based upon the number, composition and sales of the Participating Lotteries as outlined in the Game Rules.

### 3.4 Participant Eligibility

- a) The Participating Lotteries shall adopt as a part of their jurisdictional Game Rules ~~and/or~~ Drawing Rules Participant eligibility standards for appearing on the Game Show. The determination of a Participant’s eligibility is solely the responsibility of the applicable Participating Lottery.
- b) The jurisdictional Game Rules ~~and/or~~ Drawing Rules shall also reserve the right for MUSL, Participating Lotteries and the SG Parties to permit or require a proxy to appear in the place of the Participant in the reasonable discretion of any of the foregoing at any time. Each Participant shall be eligible to attend the recording of the Game Show for a specified date and time. Any Participant that fails to appear prior to the start of such recording shall forfeit his or her eligibility automatically and without further notice.
- c) The SG Parties shall provide translators as requested by the Participating Lotteries to assist Participants during the Game Show. The SG Parties will also ensure the presence of potential proxies available at each recording of the Game Show.
- d) MUSL and the Participating Lotteries expressly acknowledge and agree that the SG Parties shall not be held responsible nor be held liable for any acts, omissions, claims or damages:
  - i. Caused by the Participants;
  - ii. Related to the determination of a Participant’s eligibility;
  - iii. Any violation of the Drawing Rules not directly caused by the SG Parties.

- e) The SG Parties expressly acknowledge and agree that MUSL and the Participating Lotteries shall not be held responsible nor be held liable for any acts, omissions, claims or damages:
  - i. Caused by the Participants;
  - ii. Caused by any contractors of the SG Parties;
  - iii. Related to the Game Show or the conduct of any games or determination of any prize awards on the Game Show;
  - iv. Any violation of the Drawing Rules not directly caused by the MUSL or the Participating Lotteries.

3.5 Prizes

Prizes awarded pursuant to the second chance drawing and the Game Show shall be the sole responsibility of the SG Parties. MUSL and the Participating Lotteries shall have no liability related to any prize determination or prize awarded pursuant to the second chance drawing and the Game Show.

3.6 MUSL Officials Travel Reimbursement

The SG Parties shall reimburse MUSL for up to five (5) lottery officials to travel to and attend each Game Show event. Such reimbursement shall include reasonable flight expenses including baggage fees, ground transportation, meal allowance per the federal per diem rates, hotel rooms at the same facility where contestants are being housed, mileage to and from airports, airport parking fees and hotel room wifi charges.

**ARTICLE 4  
COMPENSATION AND PAYMENT TERMS**

4.1 Compensation

In consideration for the license to the Property and Licensed Patents granted described herein and the other goods and services provided under this Agreement, MUSL and the Participating Lotteries shall pay to the SG Parties the following compensation:

Tiered Percentage of Annual Sales of the MMC Game

<u>Aggregate Population Range of Participating Lotteries</u>	The first sales totaling \$0 - \$1B	The next sales totaling \$1B - \$2B	The next sales totaling \$2B-\$3B	Any sales over \$3B+
150,000,000 - 225,000,000	6.25%	5.75%	5.25%	1.50%
225,000,001 - 275,000,000	5.75%	5.50%	5.25%	1.50%
275,000,001 - 300,000,000	5.25%	5.25%	5.25%	1.50%
300,000,001 and above	5.25%	4.75%	4.25%	1.50%

The elements of the fee can be apportioned as follows:

1% applied to license fees;

3.2% applied to prizes;

The balance (between 1.05% and 2.05% depending on sales) applied to administrative fees.

- a) The parties agree that in the event the total aggregate population of Participating Lotteries falls below 150,000,000, the rate of compensation owed to the SG Parties under this Agreement shall be subject to good faith negotiation between the parties. In the event the parties are unable to reasonably agree upon an adjustment to the rates of compensation within ten (10) business days following receipt by a Party of written notice requesting such negotiation from the other Party, then either Party shall have the right to terminate this Agreement upon sending written notice to the other Party.
- b) All fees set forth in this Section 4.1 shall be paid by MUSL on a weekly basis subject to MUSL receiving an invoice from the SG Parties commencing upon the start of sales for the MMC Game by any Participating Lottery.
- c) Payments shall be made by MUSL by wire transfer to a bank account designated by the SG Parties. The SG Parties shall provide the bank account information necessary to complete such transfers.
- d) All amounts invoiced which are not paid within thirty (30) days after receipt of the invoice shall bear interest at a rate of one and one-half percent (1.5%) compounded monthly. In the event MUSL fails to pay any amount due to the SG Parties under this Agreement, the SG Parties may enforce such payment obligation directly against each Participating Lottery in proportion to each such Participating Lottery's share of the amount owed to the SG Parties.
- e) The parties agree that the foregoing compensation terms shall be subject to review by the parties and may be adjusted by mutual written agreement at any time.

## ARTICLE 5 FULFILLMENT SERVICES

### 5.1 Fulfillment Responsibility

- a) Once authorized by MUSL and the applicable Participating Lottery, the SG Parties will provide complete fulfillment services related to all prizes arising from the second chance drawing (the "**Trip Prize(s)**") and the Game Show (the "**Cash Prize(s)**") as set forth in Section 5.2 attached to and incorporated into this Agreement, except as prohibited by law. The SG Parties will provide complete fulfillment of the Trip Prizes and the Cash Event Prizes for the Game Show. There shall be no additional charge for any aspect of such order fulfillment other than those fees set out in Section 4.
- b) The Participant is solely responsible for the actions of the guests who accompany the Participant to any event. If any guest of the Participant is a minor, the Participant must: (A) be the parent or legal guardian of such guest(s); or (B) present a notarized, written consent from the minor's parent or legal guardian for the minor guest(s) to accompany the Trip Prize winner.

### 5.2 Fulfillment Terms

- a) *Trip Prizes:* After receiving a complete, approved and verified Participants list from MUSL, the SG Parties shall contact each Participant within ten (10) business days of such approval to begin making trip arrangements. No cash option in lieu of the Trip Prize shall be available to Participants except as required by a Participating Lottery with regard to jurisdictional offset requirements.

Trip fulfillment shall include the scheduling and coordination of all travel and accommodations as provided below:

- i. If air travel is required for a Trip Prize winner and guest(s), roundtrip airfare for up to two (2) coach class tickets shall be booked on a major airline, as defined by the Federal Aviation Administration, from a U.S. airport to McCarran International Airport, in Las Vegas, NV;
  - ii. A double occupancy room (room and room tax only) at a deluxe accommodations hotel in Las Vegas, NV for four (4) nights, provided that in the event the Participant is under twenty-one (21) years of age, the SG Parties reserve the right to place such Participant in a non-casino hotel or to require that such Participant's guest be over twenty-one (21) years of age and present to check into the hotel with Participant;
  - iii. All ground transfers between McCarran International Airport and the assigned hotel, if applicable, and if necessary, to/from the SG Parties sponsored events;
  - iv. The cash portion of the Trip Prize will be issued by the SG Parties to the Participant two (2) weeks prior to the departure of his or her trip;
  - v. Meals or meal vouchers for four (4) days;
  - vi. Trip Prizes do not include: mileage, insurance, gratuities, parking fees, meals (except as specifically stated), baggage fees, alcoholic beverages, personal expenses such as telephone calls, valet service, laundry, incidentals and the like, revision or cancellation fees which may be charged by the hotel or other suppliers, or any other items not expressly specified herein;
  - vii. If the Participant is traveling via air and fails to appear at the designated time and place of departure, the balance of his or her trip shall be forfeited with the exception of the \$500 spending money component of the Trip Prize;
  - viii. If the Participant fails to check in to the hotel when he or she arrives at their destination, the balance of the Trip Prize shall be forfeited with the exception of the \$500 spending money component of the Trip Prize;
  - ix. In the event that a Participant is unable to attend the trip for any reason and the Participant does not notify the SG Parties of a proxy, the balance of the prize shall be forfeited with the exception of the \$500 spending money component of the Trip Prize, less any withholding taxes;
  - x. Age and other eligibility requirements to win the Trip Prize shall be determined by each Participating Lottery;
  - xi. The Participants or guest(s) must have a valid credit card or shall be required to post a cash deposit for incidentals to check into the hotel included with the Trip Prize;
  - xii. The SG Parties shall report, gross up and withhold from the Trip Prizes the minimum required Federal and jurisdictional withholding taxes and shall deposit said withholding taxes on behalf of the Participants to the appropriate agencies, unless the Participating Lotteries elect to perform such reporting and payment themselves. In the event the SG Parties report and withhold taxes on the trip prizes, the SG Parties will send an IRS tax form W-2G to the Participant with a copy to the Participating Lottery;
  - xiii. Upon a Trip Prize winner being validated by the Participating Lottery, title to such prize shall immediately pass to the Participant. The Trip Prize is not transferable or assignable without the express written consent of the Participating Lottery;
  - xiv. The SG Parties agree not to provide free alcoholic beverages to any Participant or guest.
- b) *Cash Prizes*: Payment of Cash Prizes won on the Game Show by the Participants shall be the responsibility of the SG Parties, subject to the applicable Participating Lottery's prize and fulfillment guidelines. Unless otherwise directed by a Participating Lottery, Cash Prizes shall be paid by the SG Parties via check or wire transfer (as determined by Participant), less any required minimum federal and jurisdictional withholding taxes, within twenty-one (21) business days after the Participant departs from Las Vegas. An IRS tax Form 1099 shall be provided to the Participant by the SG Parties with a copy to MUSL and a W-2G form shall be provided to the Participant with a copy to MUSL. If a Participating Lottery elects to pay Cash Prizes to the Participants themselves as provided within their jurisdictional Game Rules, the Participating Lottery will direct the SG Parties to transfer such Cash Prize amounts to

the Participating Lotteries, which shall then have sole responsibility to pay those prizes and any withholding taxes or offsets.

## **ARTICLE 6 MARKETING SUPPORT**

### **6.1 National Website**

The SG Parties will develop and provide a national informational website subject to approval of Participant Lottery-specific content by such Participant Lottery ~~and/or~~ ~~and~~ by MUSL within three (3) business days of receipt of a request for approval from the SG Parties, such approval not to be unreasonably withheld, on which details and information related to the MMC Game and the Game show will be accessible by all players nationwide. Failure to respond within such three (3) days shall be deemed approval. Players shall not be able to register, open an account, purchase any lottery products or conduct any gaming or wagering activities on the national website. MUSL and the Participating Lotteries agree that the national website for the Game Show and Drawing Rules will all include the phrase “Void where prohibited by law.”

### **6.2 Participating Lottery Websites**

The SG Parties will develop and provide each Participating Lottery with a Game Show player registration website as approved by such Participating Lottery within three (3) business days of receipt of a request for approval from the SG Parties, such approval not to be unreasonably withheld. Failure to respond within such three (3) business days shall be deemed approval.

Game Show player registration websites will feature a common template to be used by all Participating Lotteries. For lotteries that utilize Pass-through authentication, the SG Parties shall provide a common API for login and new player registration to take place within the Participating Lottery’s current system. Such Participating Lotteries will need to stand up a mobile friendly login / registration page utilizing a branded template SG provides. Should Participating Lotteries be unable or unwilling to utilize this common API, SG Parties shall create and maintain a separate and distinct database of players for the sole purpose of ticket entry of MONOPOLY Millionaires’ Club tickets. The website will also include information related to the Game Show.

MUSL agrees that all Game Show player registration websites for the Game Show will feature age verification, which, at a minimum will require the players to enter their birthdates and self-verify they are of legal age to purchase lottery tickets.

The SG Parties will provide hosting for the Game Show player registration websites until MUSL officially closes the MMC Game. The website will also include information related to the Game Show.

### **6.3 Mobile Application**

The SG Parties shall provide a single, multi-jurisdictional Smartphone Application (the “**App**”) that shall allow for player login, Game Show registration and ticket entry via a webview to the local MMC website. For Participating Lotteries that use pass-through authentication, the SG Parties shall provide a common API for Participating Lotteries to support such access (as stated in Article 6.2). Should any Participating Lottery be unable or unwilling to utilize this common API, the SG Parties shall create and maintain a separate and distinct database of players for the sole purpose of ticket entry of MMC Game tickets. In addition, all Participating Lotteries utilizing pass-through authentication will be required to create and implement a mobile-friendly player login/registration page using a branded template provided by the SG Parties. The App shall be compatible with iOS and Android operating systems.

#### **6.4**     Marketing/Promotions

The SG Parties shall cooperate with MUSL and with each Participating Lottery to develop and provide an annual marketing and promotional campaign for the MMC Game that includes radio and television advertising, retailer point-of-sale materials, as well as fully-integrated digital and social media strategies. Such advertising and promotional material shall be subject to the approval of MUSL and the applicable Participating Lottery, such approval not to be unreasonably withheld.

#### **6.5**     In-Show Promotional Spot

The SG Parties shall provide sixty (60) seconds of in-show promotion for good causes messaging allotted as part of each Game Show episode during the syndicated broadcast of each episode of the Game Show for the Participating Lottery or Participating Lotteries in the corresponding DMA free of charge. In the event there is more than one (1) Participating Lottery served in a particular DMA, each such Participating Lottery shall be allotted an equal portion of such 60-seconds of in-show promotion for good causes messaging.

#### **6.6**     Net Advertising Receipts

The SG Parties agree to remit to MUSL an amount equal to the Net Advertising Receipts received by the SG Parties from the sale of all commercial advertising units in the Game Show Telecasts. For purposes of this Section 6.6, "Net Advertising Receipts" means gross sums received from the sale of commercial advertising units after deduction of standard advertising agency commissions, less 30% for all standard distribution and advertising expenses plus a deduction for actual direct out of pocket sales expenses incurred in connection with the distribution of the Game Show telecasts. These direct out of pocket expenses shall include but not be limited to, amounts paid for subscription to the Nielsen Rating Service, the costs of uplinking and downlinking episodes of the Game Show with fully integrated commercials and appropriate local game inserts, the cost of advertising and promotion created by such third parties to assist in the sales effort of the program and its commercial inventory and all similar costs as are customarily paid for and recouped by program distributors in the U.S. television distribution industry.

The amount remaining will represent Net Advertising Receipts and will be paid to MUSL quarterly.

### **ARTICLE 7 WARRANTIES AND INDEMNIFICATION**

#### **7.1**     MUSL Representations

- a) MUSL represents that it has been fully authorized by all the Participating Lotteries to enter into this Agreement on their behalf and bind them to the terms hereof.
- b) MUSL represents that it is competent to enter into this Agreement and that no further action by MUSL, its board, any Participating Lottery, other governing body, or any third party is necessary to consummate this Agreement, rendering it binding and enforceable.
- c) MUSL represents that it will comply with all applicable intellectual property laws, rules and regulations in connection with the use of the Property, Licensed Patents and activities related thereto, pursuant to this Agreement.
- d) MUSL represents that it possesses all licenses, permits, and any other authorization necessary to enter into and fully perform all its obligations hereunder, and will maintain all such licenses, permits and other authorizations in good standing throughout the Term.

- e) MUSL represents that it has the right and authority to enter into and perform this Agreement and the Participation Agreement and that it will comply with all applicable laws, rules and regulations regarding the distribution, sale, advertising, marketing ~~and/or~~and exploitation of the MMC Game and all Artwork hereunder and thereunder.
- f) MUSL agrees that it will indemnify the SG Parties and their affiliated companies, and each of their officers, directors, agents and employees from and against any and all liability based on third party claims, demands, losses, costs, damages and expenses of every kind and description solely to the extent that such liability arises from MUSL's breach of its representations, warranties or obligations under this Agreement.

## **7.2** The SG Parties' Representations

- a) The SG Parties each represent and warrant that it is duly organized under applicable law and that it has the right and authority to enter into and perform this Agreement and to grant the rights granted hereunder.
- b) The SG Parties represents and warrants that it has the exclusive right to use of the Property in conjunction with government authorized lottery games in the Territory during the term of this Agreement.
- c) The SG Parties shall:
  - i. defend MUSL and each of the Participating Lotteries against any claim against MUSL or any Participating Lottery as a result of its use of the Property or Licensed Patents solely as authorized and pre-approved in writing as provided for in this Agreement; and,
  - ii. defend, indemnify and hold harmless MUSL and each of the Participating Lotteries, and each of their respective directors, officials, officers, agents and employees from and against any and all liability (including but not limited to claims, demands, losses, costs, damages and expenses of every kind and description, or damages to persons or property arising out of or in connection with or occurring during the course of the Agreement to the extent to which such liability is founded upon or grown out of the acts or omissions of the SG Parties, their officers, employees, agents, independent contractors or subcontractors, or a breach of the warranties given by the SG Parties under this Agreement, or from and against any and all claims of infringement or alleged infringement of any trademarks, copyrights, patents or other Intellectual Property Rights (including but not limited to the misappropriation of personality or violation of moral rights) of any third party arising out of or related to the use of the Property or the Licensed Patents solely as authorized and pre-approved in writing as set forth in this Agreement.

## **7.3** Internet Representations

The parties, including the Participating Lotteries, mutually warrant that any wagering or other gaming activity offered through the Internet or any other electronic media shall be done in full compliance with applicable law and the SG Parties' governance processes.

**ARTICLE 8**  
**TERM; TERMINATION**

**8.1**    Term

The initial term of this Agreement will continue through midnight Sunday of the end of the first season of the Game Show as defined in this Agreement. The Agreement shall automatically be extended for additional seasons if either Party fails to give one hundred eighty (180) days written notice of such non-renewal to the other Party.

**8.2**    Default and Cure.

- a) If the SG Parties default on any of the terms, conditions, representations or warranties of this Agreement, and, if the default can be cured, should the SG Parties fail to cure said default within thirty (30) business days after its receipt of written notice of said default from MUSL as the case may be, then MUSL and the Participating Lotteries shall be entitled to pursue such rights and remedies as may be available to each of them at law or in equity.
  
- b) If MUSL or any of the Participating Lotteries default on any of the terms, conditions, representations or warranties of this Agreement, and, if the default can be cured, then,
  - i. In the event MUSL is the defaulting party, and, if the default can be cured, should MUSL fail to cure said default within thirty (30) business days after its receipt of written notice of said default from the SG Parties as the case may be, then the license to the Property and to the Licensed Patents shall be deemed immediately terminated with no further action by the SG Parties required and the SG Parties shall be entitled to pursue such rights and remedies as may be available to each of them at law or in equity; and
  - ii. In the event any Participating Lotter(ies) breaches any obligations under this Agreement, and, if the default can be cured, should any such Participating Lottery fail to cure said default within thirty (30) business days after its receipt of written notice of said default from the SG Parties as the case may be, with copy to MUSL, then the other Participating Lotteries shall consider whether to expel that Participating Lotter(ies) from the Product Group, as that term is defined in the Game Rules, all rights licensed to the breaching Participating Lottery(ies) under this Agreement, including the license to the Property and Licensed Patents, shall be deemed immediately terminated without further action by the SG Parties required, and the SG Parties shall be entitled to pursue such rights and remedies as may be available to each of them at law or in equity against MUSL ~~and/or~~ each defaulting Participating Lottery.
  
- c) If the Agreement is terminated, compensation, if any, shall be limited to reasonable expenses for products, materials, supplies, and services rendered or contracted for, for which the SG Parties have not yet been compensated. MUSL will make no payments for unfurnished work, work in progress, or raw materials acquired or contracted for unreasonably in advance, in excess of MUSL's delivery requirements, or initiated after receipt of notice of termination.

**ARTICLE 9**  
**CONFIDENTIALITY**

**9.1**    Confidentiality

- a) The parties agree that for purposes of this Agreement, “**Confidential Information**” means all non-public information concerning the MUSL, the Participating Lotteries, the SG Parties or any of their affiliates (whether prepared by the SG Parties or otherwise, whether oral or written, in whatever form or data

storage medium and whether or not specifically identified as “confidential”), including financial and accounting information, product-related information, plans and strategies, computer programs, code and software, technical drawings and schematics, technical expertise, know-how, processes, ideas, inventions (whether patentable or not), agreements and reports (together with all analyses, compilations, forecasts, studies, summaries, notes, data and other documents and materials, in whatever form maintained and whether prepared by the SG Parties, MUSL or other persons, which contain or reflect, or are based on or generated from, in whole or in part, any such information).

- b) The SG Parties, MUSL and the Participating Lotteries shall (a) hold the Confidential Information in confidence and protect it in accordance with the same degree of care with which it protects its own confidential information of like importance which it does not wish to disclose, but in no event less than reasonable care, (b) use the Confidential Information solely to the extent necessary in the performance of this Agreement and not for any other purpose, (c) not disclose any Confidential Information to any person (other than to the MUSL, the Participating Lotteries, the SG Parties and their affiliates), (d) upon the request of the MUSL, the Participating Lotteries, or the SG Parties, promptly return all Confidential Information to the party which was the source of the Confidential information, (or, at the election of the requesting party, destroy such Confidential Information) without retaining any copies thereof (and provide certification of its compliance with this clause (d)) and (e) not reverse engineer, decompile, test or analyze the Confidential Information without the prior written consent of the source of the Confidential Information.
  
- c) In the event that the SG Parties, MUSL or any of the Participating Lotteries is requested or required by law, judicial or governmental order, deposition, interrogatory, request for documents, subpoena, civil investigative demand or other legal process to disclose any of the Confidential Information, the party being requested or required to disclose the information must first provide to the source party with prompt written notice of such requirement so that the source party may seek an appropriate protective order, unless, as confirmed by the opinion of the disclosing party’s counsel, providing such notice would itself constitute a violation of law. If a party is nevertheless legally required (as confirmed by the opinion of that party’s counsel) to disclose Confidential Information, then the disclosing party shall only disclose that portion of the Confidential Information that is legally required to be disclosed (as confirmed by the opinion of the disclosing party’s counsel). In such an event, the disclosing party shall take reasonable efforts to obtain assurance that confidential treatment will be accorded to that portion of the Confidential Information not being disclosed. In no event shall a party being requested or required to disclose oppose action by the source party to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information, unless such party is legally required to oppose such action.

**ARTICLE 10  
GENERAL TERMS**

**10.1** Notice

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

|

a) As to the SG Parties:

Kyle Rogers  
Executive Vice President  
MDI Entertainment, LLC  
1500 Bluegrass Lakes Parkway  
Alpharetta, Georgia 30004  
Fax: (770) 772-7674

With copy to: Legal Department, and  
Steve Saferin

b) As to MUSL and the Participating Lotteries:

Wayne Dolezal  
Director of Business & Legal Affairs  
MULTI-STATE LOTTERY ASSOCIATION  
4400 NW Urbandale Drive  
Urbandale, Iowa 50322-7919  
Fax: 515-453-1420

With copy to: Charles Strutt or Chuck@MUSL.com

## 10.2 Severability

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

## 10.3 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware applicable to agreements made and to be wholly performed within that State, without regard to its conflict of laws provisions.

## 10.4 Force Majeure

- a) A Force Majeure occurrence is an event or effect that cannot be reasonably anticipated or controlled. As herein used, “**Force Majeure**” means an act of God or public enemy, to include acts of terrorism, earthquake, fire, flood, explosion, epidemic, quarantine restriction, labor strikes, cancellation of the Game Show or pre-emption of any one or more episodes by the exhibitors, freight embargoes or closure of all major access roads to a geographic area, action of the elements, governmental interference, rationing or any other cause which is beyond the control of the party affected and which, by the exercise of reasonable diligence, a party is unable to control.
- b) The parties shall not be liable for any delay in or failure of performance under this Agreement due to a Force Majeure occurrence provided that the parties shall use reasonably diligent efforts to avoid or otherwise minimize the impact of an event of Force Majeure on the party’s performance. Any such delay in or failure of performance shall not constitute default or give rise to any liability for damages. The existence of the cause(s) of such delay or failure shall extend the period for performance to such extent as reasonably necessary to enable complete performance by the parties if reasonable diligence is exercised after the cause of delay or failure has been removed.

## 10.5 Miscellaneous

- a) Each of the parties shall bear all taxes imposed on it as a result of the existence or operation of this Agreement including, but not restricted to, any tax on or measured by any fee or other payment required to be made by it hereunder, any registration tax, any tax imposed with respect to the granting of or transfer of licenses or other rights hereunder or the payment or receipt of fees or royalties hereunder. In particular, any tax which one party is required to withhold for fees or royalties paid to the other party shall be borne by the other party.
- b) This Agreement may be amended only with the written agreement of the parties to this Agreement made through their duly authorized officers or representatives.
- c) MUSL agrees that the SG Parties may prepare and issue a press release, upon MUSL's execution of this Agreement, for public dissemination regarding the existence of this Agreement subject to MUSL's approval. Except as required by law, MUSL and the Participating Lotteries shall not disseminate any press releases or other publication related to the MMC Game without the SG Parties' prior written approval on behalf of the SG Parties and Licensor. MUSL and the Participating Lotteries shall indicate that the licensing rights for the Property have been obtained from the SG Parties in all press releases issued by MUSL for this Game.
- d) The relationship between the parties shall be governed by the terms of this Agreement and shall not extend to other activities, transactions or contracts. Neither party is in any way the legal representative, partner or agent of, nor has any authority to assume or create any obligation on behalf of the other party.
- e) If any provision of this Agreement is held illegal or unenforceable in a judicial proceeding, such provision shall be severed from this Agreement and shall be inoperative. The parties shall use their best efforts to replace the severed provision with a new provision which is not illegal and which follows the principles of the severed provision as closely as is legally possible. The remainder of this Agreement shall remain binding on the parties hereto.
- f) No waiver or breach of any of the provisions of this Agreement shall be construed to be a waiver of any succeeding breach of the same or any other provision.
- g) Except as expressly set forth herein, this Agreement confers no right to use any intellectual property, including any name, trade name, trademark, or other designation of a party by the other party. Each party hereto agrees not to use any such designation of the other party in any promotional activity, without the express written consent of the other party.
- h) Each party shall immediately advise the other party of any legal notices served on the party which might affect the other party, handle promptly all correspondence from the other party, assist and co-operate with the other party's officers, research and sales personnel during their trips to the facilities of the party.
- i) This Agreement constitutes the entire agreement of the parties concerning the subject matter hereof and supersedes all previous agreements whether written or oral, and may only be amended in writing agreed to and executed by the parties hereto.
- j) The section headings used herein are for reference and convenience only, and shall not enter into the interpretation of the Agreement.

- k) This Agreement may be executed in any number of counterparts. Any counterpart shall constitute a full and original Agreement for all purposes.
- l) This Agreement shall not be assigned by any party without the written consent of the other party, provided that the SG Parties shall be permitted to assign this Agreement to an affiliate or a purchaser either SG Party or their ultimate parent company, Scientific Games Corporation, upon the sale of all or a portion of its business thereto. No assignment of this Agreement shall be valid unless and until all of the obligations of the assigning party have been assumed, in writing, by the assignee. When duly assigned in accordance with the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the assignee. MUSL shall not have any right to assign or sublicense its use of the Property or Licensed Patents except to the Participating Lotteries as indicated herein.
- m) Each of the parties expressly acknowledges and agrees that the terms of this Agreement are reasonable and necessary for the protection of the legitimate business interests of the other parties. The parties further acknowledges that a violation of this Agreement would cause serious, immediate and irreparable harm to the other party, and therefore agrees that the parties shall be entitled to seek injunctive or other equitable relief without the necessity of proving such harm.
- n) If the SG Parties experiences a substantial change in financial condition during the term of a contract with MUSL, then the SG Parties shall notify MUSL in writing at the time the change occurs or is identified. A "substantial change" in financial condition is defined as any event that, following generally accepted accounting practices, would require a notation in the audited annual report. Failure to notify MUSL of such a change may result in termination of the Agreement.
- o) The Parties agree that each shall not discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry or disability of a qualified individual with a disability.

**IN WITNESS WHEREOF**, the parties hereto have executed this LICENSE, GOODS AND SERVICES Agreement on the date first written above.

MDI ENTERTAINMENT, LLC

MULTI-STATE LOTTERY ASSOCIATION  
On Behalf of all Participating Lotteries

BY: \_\_\_\_\_

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

ITS: Executive Director

Dated: \_\_\_\_\_, 2014

Dated: \_\_\_\_\_, 2014

SCIENTIFIC GAMES INTERNATIONAL, INC.

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

Dated: \_\_\_\_\_, 2014

**Schedule A**  
(updated by MUSL as of \_\_\_\_\_ 2014)

**Annex 1**  
**MMC Game Description**

MONOPOLY Millionaires' Club is a five (5) out of fifty-two (52) plus one (1) out of twenty-eight (28) lottery game, drawn once a week on a day to be determined by the Product Group, which pays the Top Prize, at the election of the player either on an annuitized pari-mutuel basis or as a lump sum payment of the total cash held for this prize pool on a pari-mutuel basis.

In addition, and only when the Top Prize has been won in a drawing, a second drawing will occur to select winners of Millionaires' Club Prizes. The number of Millionaires' Club Prizes to be drawn will be determined using a process announced by the Product Group. A given play may win in the MONOPOLY Millionaires' Club drawing, the Millionaires' Club Prize drawing (if any) or both drawings. The drawing process for determining winners shall utilize random number generators, and otherwise shall be determined by the Product Group. Except as otherwise provided in these rules, all prizes except for the top prize are paid on a single payment fixed amount basis.

To play MONOPOLY Millionaires' Club, a player shall select five (5) different numbers, from one (1) through fifty-two (52); the terminal or selling system shall always computer pick (1) additional number in the range from one (1) through twenty-eight (28), to comprise the 2nd value in the player's selection. The second number may be the same as one of the first five numbers selected by the player. The second number shall be represented on the player's ticket both as a number and as the associated MONOPOLY game board property. Each play sold by a Lottery shall also have a unique non-repeating transactional number associated with that play to be used in determining Millionaires' Club Prize winners, if a Millionaires' Club Prize drawing is held.

Plays can be purchased for five dollars (U.S. \$5.00) either from a terminal operated by an agent (i.e., a clerk activated terminal), from a terminal operated by the player (i.e., a player activated terminal), or via approved non-traditional play system; purchase methods are described in Lottery Rules and Regulations.

**Annex 2**  
**Game Show Rules and Procedures**

(which may be amended from time to time as reviewed with opportunity to comment by MUSL and the Participating Lotteries).

**Annex 3**  
**Letter from Hasbro**

**Annex 4**  
**MUSL and Participating Lottery Licensed Trademarks**

MUSL trademarks (name and logos)  
Participating Lottery Trademarks (name and logos)