

**EXHIBIT 4: FEES AND PAYMENTS**

**1. GENERAL**

This **Schedule 4 (Fees and Payments)** describes all Fees, Pass-Through Expenses (as defined below) and other costs payable to SBTech by Lottery under the Agreement.

**2. DEFINITIONS**

As used in this **Schedule 4 (Fees and Payments)**, the following terms have the meanings set forth below. Other capitalized terms not otherwise defined in this **Schedule 4 (Fees and Payments)** have the respective definitions assigned to them in other parts of the Agreement.

2.1 **“Bonus Cost”** [REDACTED]

2.2 **“Gross Gaming Revenues”** (or **“GGR”**) [REDACTED]

2.3 **“Net Gaming Revenues”** [REDACTED]

**3. ACCESS FEES**

3.1 [REDACTED]

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

3.2 [REDACTED]

[REDACTED]

3.3 [REDACTED]

[REDACTED]

3.4 [REDACTED]

[REDACTED]

#### 4. MANAGED SERVICES FEES

[REDACTED]

4.1 [REDACTED]

[REDACTED]

[REDACTED]

[Redacted]

- [Redacted]

- [Redacted]

- [Redacted]

- [Redacted]

- [Redacted]

**4.2** [Redacted]

[Redacted]

4.3

[REDACTED]

5. FEE ASSUMPTIONS.

[REDACTED]

5.1

[REDACTED]

5.2

[REDACTED]

5.3

[REDACTED]

6. PASS-THROUGH EXPENSES

6.1 General.

All actual costs and expenses for which SBTech is contractually responsible to pay to individuals or entities providing the categories of products and Services detailed below (collectively, the “Pass-Through Expenses”) shall reimbursed to SBTech by Lottery. Such Pass-Through Expenses shall be listed on each monthly invoice provided to

Lottery, and Lottery shall pay such invoice in accordance with **Section 8.4** of the Agreement.

6.2 [REDACTED]

[REDACTED]

6.3 [REDACTED]

[REDACTED]

**7. PROJECT COSTS**

Where a SOW or Change Order requires SBTech to perform additional Services, Lottery shall pay SBTech such additional amounts as required to perform the additional Services as mutually agreed upon in an SOW or Change Order [REDACTED].

**8. PLATFORM FEES**

[REDACTED]

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

**9. TERMINATION FEE**

9.1 Where expressly stated in the Agreement, in addition to all outstanding Fees and other amounts due and owing to SBTech through the date of termination, Lottery shall pay SBTech a termination fee (the “**Termination Fee**”) within thirty (30) days from the date of termination in accordance with the formula below:

<sup>1</sup> Depending on the use of the PAM Gaming Platform, the Parties shall mutually agree upon appropriate revisions to the definition of “Net Gaming Revenue” applicable to such additional use.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]