

TERMS OF SERVICE

Last Updated: [January 10th, 2025]

These Terms of Service (“**Terms**”) apply to your access to, and use of, the websites and ticket redemption security platform provided by Pyramid Technologies, Inc. (“**Pyramid**,” “**we**,” “**us**,” or “**our**”). By checking a box to accept or by using the Services (as defined below), you agree to these Terms. These Terms form a binding legal contract between Pyramid and you as a customer (“**Customer**”) governing Customer’s access and use of the (i) Services and (ii) Mobile App (each as defined below).

1. GENERAL USE

- a. **Eligibility.** Customer’s Authorized Users must be at least 18 years of age to access or use the Services. If Customer is accessing or using the Services on behalf of a company or other legal entity, Customer represents being authorized to accept and bind that company or legal entity to these Terms.
- b. **Services Updates.** Pyramid may make commercially reasonable updates to the Services from time to time. None of these updates will result in a material adverse effect to Customer’s use of the Services.

2. DEFINITIONS. Capitalized terms will have the meanings provided in this Section 2 or as otherwise defined in these Terms.

- a. “**Access Credentials**” means passwords, user IDs, or other credentials and login information that are provided or generated in connection with Customer’s use of the Services.
- b. “**Authorized Users**” means individuals assigned by Customer to use the Services with log-in rights and Access Credentials, which may include Customer’s employees, agents, and/or consultants performing services for Customer or on Customer’s behalf.
- c. “**Documentation**” means any user manuals, technical materials, or other information provided to Customer via the Sites or other electronic form in connection with the Services, as may be updated by Pyramid from time to time.
- d. “**Intellectual Property Rights**” means all patents, copyrights, moral rights, trademarks, trade names, service marks, trade dress, trade secrets and any other form of intellectual property rights now or hereafter recognized in any jurisdiction, including applications and registrations for any of the foregoing.
- e. “**Malicious Code**” means any files, scripts, agents, code, or programs that are designed, intended to, or have the effect of disrupting, damaging, or interrupting the

Services or the data contained therein, including any viruses, worms, time bombs, Trojan horses, and other malicious code.

- f. **“Personal Data”** means any information that can be used to identify an individual, whether individually or in combination, such as name, email address, telephone number, address, or any other personally identifiable information.
- g. **“Pyramid Platform”** means Pyramid’s proprietary software, applications (including the Mobile App), algorithms, workflows, methodologies, processes, systems, dashboards, and other technology for validating printed tickets and providing ticket redemption security.
- h. **“Services”** means, as applicable, any (i) websites or other online products or services provided by Pyramid that link to these Terms, including <https://pyramidacceptors.com> (collectively, **“Sites”**) and (ii) the Pyramid Platform made available to customers as a cloud-hosted service, referred to as Sentry Mobile.
- i. **“Term”** means the period during which Customer may access and use the Services under these Terms, subject to Customer’s payment of all applicable fees.
- j. **“Usage Data”** means anonymized or aggregated metrics and analytics-type information gathered, prepared, computed, originated, or stored by Pyramid resulting from the use or provision of the Services.

3. SERVICES PROVIDED

- a. **Services.** Pyramid will make the Services available to Customer based on the subscription plan purchased. Subject to these Terms, including Customer’s payment of all fees, Pyramid grants Customer a limited, non-exclusive, revocable right to access and use the Services and Documentation solely in accordance with these Terms for Customer’s own internal business use.
- b. **Mobile Application.** Customer and its Authorized Users will be permitted to download and install Pyramid’s mobile application or any updates to it (collectively, the **“Mobile App”**). Pyramid grants Customer a limited, non-exclusive, non-transferable license to use the Mobile App on mobile devices owned or controlled by Customer for internal business use solely in connection with the Services. Customer will install the Mobile App on each mobile device for which it is authorized to access the Services, and Customer may not distribute, host, or make the Mobile App available over a network where it could be used by multiple devices at the same time or by any other parties. Customer will not (i) rent, lease, lend, sell, transfer, redistribute, or sublicense the Mobile App; (ii) copy (except in connection with the download and installation), decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Mobile App; (iii) remove any proprietary rights notices or legends associated with

the Mobile App; (iv) access or use the Mobile App to design, develop, or create a competitive or similar application or offering; or (v) bypass or circumvent any control or security measures or protocols for the Mobile App.

- c. **Third-Party Providers.** Customer acknowledges that Pyramid may use the services of third-party providers, including third-party data centers, cloud providers, and software implementation consultants and partners, in providing the Services (collectively, “**Service Providers**”) and that the Services are hosted and processed on a network owned and maintained by a Service Provider. Pyramid will be responsible for the performance of its employees and Service Providers and their compliance with Pyramid’s obligations under these Terms.

4. **CUSTOMER ACCOUNT AND CUSTOMER DATA**

- a. **Customer Account.** Customer will need to create and maintain a client account with Access Credentials to access the Services. Only Authorized Users appointed by Customer are entitled to access Customer’s account and use the Services under these Terms. Customer remains fully responsible for any acts or omissions of its Authorized Users relating to access and use of the Services.
- b. **Access Credentials.** Customer is responsible for any access and use of the Services through Customer’s account, whether authorized or not. Customer will implement security measures to safeguard Customer’s Access Credentials and to prevent use and disclosure by unauthorized third parties. Customer will promptly notify Pyramid in writing of any unauthorized use of the Services that comes to Customer’s attention.
- c. **Customer Data.** The Services validate redemption ticket amounts on printed tickets by decrypting data contained in a QR code. Customer hereby grants Pyramid a worldwide, non-exclusive, royalty-free license to reproduce, use, access, store, display, adapt, translate, and otherwise process any such data to solely to provide the Services. The Services (i) do not and cannot collect, use, process, disclose, store, or retain personal data relating to prize tickets or individuals who use or play the games in connection with prize tickets that are redeemed or dispensed; but (ii) may collect, process, store, or retain limited personal data relating to Authorized Users as part of the Access Credentials. Pyramid will maintain during the Term commercially reasonable administrative and technical safeguards designed to protect all such data.

5. **CUSTOMER OBLIGATIONS**

- a. **Third-Party Products and Services.** Customer will obtain and maintain, at Customer’s sole cost and expense, any hardware, equipment, third-party software, and all internet or network connections required to access or use the Services, specifically including sufficient internet and wireless connectivity to permit mobile devices to receive and transmit necessary data with a server.

- b. **Cooperation and Compliance with Laws.** Customer will reasonably cooperate with Pyramid's investigations into Services outages, security problems, and/or suspected breaches of these Terms. Customer will comply with all laws applicable to the operation of its business and use of the Services.
- c. **Malicious Code.** Customer will not introduce or allow the introduction of Malicious Code into the Services.
- d. **Restrictions.** Customer agrees that the Services and Pyramid Platform contain trade secrets and other valuable proprietary information and Intellectual Property Rights belonging to Pyramid. Customer will not: (i) use the Services other than for the purposes for which Customer is provided use rights under these Terms or not in accordance with Documentation; (ii) alter, copy, modify, translate, or make derivative works of, or permit the alteration, copying, modification, translation, or making derivative works of, the Services, Pyramid Platform, or any component thereof; (iii) attempt to derive the source code or object code for the Services or Pyramid Platform, including by reverse engineering, decompiling, disassembling, or similar means; (iv) seek to acquire any ownership interest in or to the Services or Pyramid Platform; (v) copy, frame, scrape, license, offer, sell, transfer, rent, or lease the Services or Pyramid Platform or attempt any of the foregoing; (vi) remove, alter, or obfuscate any copyright, trademark, or other proprietary rights notices included with the Services or Pyramid Platform; (vii) access the Services or use the Pyramid Platform in order to develop or build a similar product or competitive product; (viii) use any data mining, robots, or data gathering or extraction methods; (ix) enable access to the Services by anyone other than an Authorized User; (x) develop any scripts or software applications that interact with or integrate with the Services unless first authorized in writing by Pyramid; (xi) circumvent or modify any security technologies designed to prevent unauthorized access to the Services; (xii) use or access the Services in a manner that Customer would have reason to know would damage, disable, overburden, or impair any servers or networks used by Pyramid to provide the Services; or (xiii) use the Services for any time sharing, service bureau, or similar arrangement, including use of the Services for the benefit of any third party (other than in connection with the purposes for which the Services are intended).
- e. **Acceptable Use.** Customer will not use the Services, and will ensure that Authorized Users do not use the Services, to: (i) infringe on, violate, dilute, or misappropriate the Intellectual Property Rights of any third party or any rights of publicity or privacy of any person; (ii) interfere with or attempt to interfere with or disrupt the integrity, security, functionality, or proper working of the Services or any other customer's use and enjoyment of the Services; (iii) attempt to discover, access, read, alter, destroy, or damage any programs, data, or other information utilized in connection with the Services; or (iv) engage in fraudulent, deceptive, or other illegal activity.

6. OWNERSHIP RIGHTS

- a. **Ownership by Pyramid.** Subject to the use rights granted under these Terms, as between the parties, Pyramid exclusively owns and retains all right, title, and interest in and to the Services, Documentation, Pyramid Platform, the Pyramid name, trademarks, service marks, and logos, and any improvements, modifications, enhancements, or derivatives of the foregoing, and all Intellectual Property Rights relating to any of the foregoing. These Terms does not convey to Customer any rights of ownership in or related to the Services, Documentation, or Pyramid Platform. Except for the rights expressly granted in these Terms, no other rights are granted to Customer, whether by implication, estoppel, waiver, or otherwise.
- b. **Usage Data.** Notwithstanding anything to the contrary in these Terms, Pyramid may generate, collect, store, use, transfer, and/or disclose to third parties Usage Data and use Usage Data to perform data analytics; to monitor, improve, and support the Services; to design, develop, and offer Pyramid products and services; and for any other lawful purposes. Pyramid owns and retains all rights to Usage Data, and no rights are granted to Customer, whether by implication, estoppel, waiver, or otherwise in or to any Usage Data.

7. FEES AND PAYMENT TERMS

- a. **Fees.** Customer will pay Pyramid the fees for its purchase of a subscription to the Services. Prices shown on the Sites exclude all taxes and may reflect discounts or promotions that are unique to Customer based on certain promotional codes. All prices on the Sites are subject to change at any time without notice. If any such changes results in an increase in the price being paid by Customer, such price change will only take effect at the next subscription renewal or after 30 days, whichever is longer. If Customer does not agree to the price change, then Customer can exercise its right to terminate these Terms or otherwise not renew. Customer is responsible for paying any taxes (including sales, and use taxes), charges, tariffs, and duties arising under these Terms for Customer's use of the Service, excluding taxes based on Pyramid's income.
- b. **Payment Card.** Customer may pay fees due via payment card. Pyramid offers use of a payment card as a convenience to its customers and uses a third-party payment processor to process payment transactions on its behalf. By enabling payment by payment card, Customer (i) agrees to be bound by the separate terms and conditions applicable to the third-party payment processing services; (ii) represents and warrants that Customer has the right to use any payment card that is submitted in connection with a Transaction; and (iii) authorizes Pyramid to have the payment processor charge the payment card provided by Customer in the amount of the fees owed on a recurring basis for the duration of the applicable Term. Customer acknowledges and agrees that all Customer information submitted in connection with its payment card is separately collected, processed, and stored by the payment processor and is subject to the payment processor's posted privacy policy. Pyramid

will not be responsible for and will have no liability in respect of any services provided by the payment processor.

- c. **Payments.** All payments pursuant to these Terms: (i) are nonrefundable unless otherwise expressly stated in these Terms and (ii) will be made in U.S. dollars.

8. TERM, TERMINATION, AND SUSPENSION

- a. **Term.** These Terms will continue for the Term unless earlier terminated as permitted under these Terms. Monthly subscriptions are determined based on a 30-day period from the date Customer signs up for the Services, and annual subscriptions are based on a one-year period from date of Customer sign up. Monthly and annual subscription terms will automatically renew unless either party provides notice of non-renewal as set forth below.
- b. **Non-Renewal.** If Customer has a monthly subscription, (i) Customer can terminate the subscription at any time with written notice to Pyramid (or cancelling through the Service, if available), and termination will take effect at the end of the current month, except if such notice or cancellation is provided fewer than 10 days before the end of the current month, then Customer will be charged for the next month, and the Term will terminate at the end of that next month, and (ii) Pyramid can terminate by providing at least 30 days' prior written notice, with such termination taking effect at the end of the last month Customer has paid for. If Customer has an annual subscription, either party can terminate by providing at least 30 days' prior written notice of non-renewal or cancellation.
- c. **Termination for Cause.** Either Customer or Pyramid may terminate these Terms: (i) upon written notice to the other party if such other party commits a material breach of these Terms and fails to cure such breach within 30 days of having received notice of the breach; or (ii) immediately if the other party becomes insolvent, makes an assignment for the benefit of its creditors, appoints a receiver for the whole or part of its assets, if there is a filing of voluntary bankruptcy petition by such other party or the filing against such other party of an involuntary bankruptcy petition that is not stayed or dismissed within 60 days, or there is an issuance of any order or the passing of a resolution for the winding-up of such other party's business.
- d. **Suspension of Services.** Pyramid may suspend or limit access to the Services at any time if Pyramid: (i) determines that Customer is using the Services in violation of applicable law or in connection with any fraudulent, deceptive, or illegal activity; (ii) reasonably determines that Customer's use of the Services adversely affects or interferes with the normal operation of the Services, the Pyramid Platform, or any service to others in a material manner; (iii) is prohibited by an order of a court or other governmental agency from providing the Services; or (iv) reasonably believes there exists a security incident that threatens the security of the Services. Pyramid

will use commercially reasonable efforts to notify Customer before such suspension, but Pyramid reserves the right to exercise its suspension rights without prior notice if it reasonably determines it is required to protect its interests in, or the integrity or security of, the Services. Pyramid will restore Customer's access to the Services after the cause of the suspension has been addressed or remediated. Pyramid will have no liability for any damages, liabilities, or losses as a result of any suspension or limitation of Customer's use of the Services in accordance with this paragraph.

- e. **Effect of Expiration or Termination.** Upon expiration or termination of these Terms, (i) Customer will no longer have the right to access or use the Services, Mobile App, and Documentation, and (ii) all undisputed fees incurred but unpaid by Customer up to and including the effective date of expiration or termination will become due and payable. Further, all rights granted to the respective parties under these Terms and the parties' respective obligations will immediately cease, except the following provisions will survive: Sections 2 (Definitions), 5(d) (Restrictions), 6 (Ownership Rights), 7 (Fees and Payment Terms), 8(e) (Effect of Expiration or Termination), 9 (Confidential Information), 10 (Feedback), 11 (Warranty Disclaimers), 12 (Limitation of Liability and Other Disclaimers), and 13 (General Terms).

9. CONFIDENTIAL INFORMATION

Customer acknowledges that it may be exposed to or receive certain information from Pyramid that is not generally known to the public and is marked as confidential or proprietary, or which, under the circumstances ought to be treated as confidential by Customer, including any non-public information relating to the Documentation, Services, or Pyramid Platform ("**Confidential Information**"). Customer (a) will protect Confidential Information from unauthorized disclosure using at least a commercially reasonable degree of care; (b) will not disclose Confidential Information to any third party; and (c) will use the Confidential Information solely for the purpose of performing or exercising its rights under these Terms. The foregoing obligations will not apply to any information that rightfully becomes publicly available other than by a breach of a duty owed to Pyramid or is rightfully received from a third party without any obligation of confidentiality. Pyramid and Customer expressly acknowledge and agree that no adequate remedy may exist at law for an actual or threatened breach of this Section 9 and that in such event the non-breaching party will be entitled to seek immediate injunctive and other equitable relief, without waiving any other rights or remedies available to it.

10. FEEDBACK

Customer may from time to time voluntarily provide suggestions, enhancements, requests for features or functionality, recommendations, comments, or other feedback ("**Feedback**") to Pyramid regarding the Services, Pyramid Platform, or Documentation. Feedback, even if designated as "confidential" or "proprietary" by Customer, will not create any confidentiality or other obligation for Pyramid, and Customer hereby grants Pyramid a royalty-free, fully paid-up,

worldwide, transferable, sublicensable, irrevocable, perpetual license to copy, disclose, use, or otherwise exploit such Feedback for any purpose.

11. WARRANTY DISCLAIMERS

THE SERVICES AND DOCUMENTATION ARE PROVIDED "AS IS," AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AND UNLESS STATED OTHERWISE IN THESE TERMS, PYRAMID HEREBY EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES WITH RESPECT THERETO, WHETHER STATUTORY, EXPRESS, IMPLIED, OR THROUGH A COURSE OF DEALING, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. PYRAMID DOES NOT WARRANT, AND SPECIFICALLY DISCLAIMS, THAT THE SERVICES WILL OPERATE UNINTERRUPTED, BE ERROR-FREE, OR THAT ALL DEFECTS WILL BE CORRECTED. PYRAMID MAKES NO WARRANTIES OR COVENANTS AS TO THE ACCURACY OR COMPLETENESS OF ANY PAYMENTS OR DISBURSEMENTS ISSUED BY CUSTOMER. PYRAMID DOES NOT WARRANT THAT THE SERVICES OR DOCUMENTATION WILL MEET CUSTOMER'S REQUIREMENTS OR THAT USE OF THE SERVICES WILL BE ACCURATE, COMPLETE, UNINTERRUPTED, OR ERROR-FREE.

12. LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES WILL (I) PYRAMID BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, OR INCIDENTAL DAMAGES, OR LOSS PROFITS OR LOSS OF DATA, REGARDLESS OF THE FORM IN WHICH THE ACTION IS BROUGHT (INCLUDING NEGLIGENCE), ARISING OUT OF OR RELATING TO THESE TERMS, WHETHER OR NOT PYRAMID HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES, OR (II) PYRAMID'S TOTAL LIABILITY UNDER THESE TERMS, REGARDLESS OF LEGAL THEORY (INCLUDING NEGLIGENCE), EXCEED, IN THE AGGREGATE, THE FEES PAID TO PYRAMID FOR THE SERVICES AT ISSUE IN THE TWELVE MONTH PERIOD BEFORE THE EVENT GIVING RISE TO THE FIRST CLAIM. MULTIPLE CLAIMS WILL NOT EXPAND THIS LIMIT. PYRAMID WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY CUSTOMER LOSSES ARISING FROM FRAUD, ANY VIOLATION OF LAW OR REGULATIONS, OR ANY OTHER UNLAWFUL ACTIVITY BY ITS USERS OR ANY OTHER INDIVIDUALS. THE PARTIES ACKNOWLEDGE THAT THIS SECTION 12 REFLECTS THE AGREED UPON ALLOCATION OF RISK BETWEEN THE PARTIES AND THAT NEITHER PARTY WOULD ENTER INTO THESE TERMS WITHOUT THESE LIMITATIONS ON ITS LIABILITY. THIS LIMITATION ON LIABILITY WILL APPLY DESPITE THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY SET FORTH IN THESE TERMS.

13. GENERAL TERMS

- a. **Audit.** During the Term, upon written request, Customer will promptly provide Pyramid or its representatives relevant and true records or information pertaining to its use and access of the Services for the purpose of enabling Pyramid to verify Customer's compliance with any use restrictions for or limitations on the Services. If Pyramid determines that Customer has exceeded its use rights, Customer will promptly pay to Pyramid the pro rata undisputed amount for such usage upon receipt of invoice for same.

- b. **Entire Agreement.** These Terms constitute the entire understanding of the parties with respect to its subject matter and supersedes all prior or contemporaneous proposals, understandings, and agreements. We may make changes to these Terms. The “Last Updated” date above indicates when these Terms were last changed. If we make future changes, we may provide you with notice of such changes, such as by sending an email, providing a notice through our Services, or updating the date at the top of these Terms. Unless we say otherwise in our notice, the amended Terms will be effective immediately, and your continued use of our Services after we provide such notice will confirm your acceptance of the changes. If you do not agree to the amended Terms, you must immediately stop using our Services.
- c. **Assignment.** Customer may not assign or transfer these Terms or any of its rights or obligations under it without Pyramid’s prior written consent. Any attempted assignment in violation of this paragraph will be null and void. Subject to the foregoing, these Terms are binding upon and inures to the benefit of the parties and their respective successors and permitted assigns.
- d. **Severability.** If a court finds any of these Terms to be invalid or unenforceable, that term will be enforced to the maximum extent permissible so as to reflect the parties’ intent, and the remainder of these Terms will remain in full force and effect.
- e. **Waiver.** Either party’s delay or failure to exercise any right under these Terms or any law does not mean a party waives that right or any other rights under these Terms in the future. No waiver of any provision of these Terms, or any rights or obligations of either party under these Terms, will be effective except pursuant to a written instrument signed by the party against whom the waiver is sought.
- f. **Independent Contractors.** Pyramid and Customer are independent contractors. Nothing contained in these Terms will be construed to create a joint venture or partnership between the parties. Neither party is authorized as an agent or legal representative of the other party. Neither party will have the right or authority to bind or create any obligation on the other party.
- g. **Force Majeure.** Each party is excused from performance of these Terms (other than for any payments due from Customer) and will not be liable for any delay in whole or in part caused by an event or circumstance beyond the reasonable control of a party, including natural catastrophes, governmental acts or orders, war, terrorism, pandemics or epidemics, labor strikes or difficulties, interruptions or failure of the Internet, failures of third-party software, networks, or connections, failures or defects in third-party equipment or hardware, or service outages of third-party service providers.
- h. **No Third-Party Beneficiary.** Nothing contained in these Terms will be deemed to create, or be construed as creating, any third-party beneficiary right of action upon any third party in any manner whatsoever.

- i. **Governing Law and Venue.** These Terms will be governed in all respects in accordance with the laws of the State of Arizona, without regard to conflict of law principles that would cause the laws of any other jurisdiction to apply. The parties expressly agree that federal and state courts located in the State of Arizona will have exclusive jurisdiction over any action or claim arising out of or relating to these Terms. Each party expressly consents to personal jurisdiction in any such court and hereby irrevocably waives any objection to or claim of lack of jurisdiction or *forum non conveniens*.
- j. **Interpretation.** The headings of these Terms are for reference only and will not be used to interpret the meaning of these Terms. Any reference to “includes” or “including” will be understood to be exemplary and not limiting and followed by “but not limited to.” Each party has had the opportunity to review these Terms with legal counsel, and there will be no presumption that ambiguities will be construed or interpreted against the drafter.
- k. **Notices.** All notices under these Terms must be in writing and will be deemed to have been duly given upon: (i) personal delivery; (ii) three days after sending via certified, registered mail, or deposit with a recognized courier to the address of the other party; or (iii) receipt of email sent to the other party’s designated email address without any out-of-office notification or bounce back message. Pyramid may provide all communications regarding the Services or use thereof via email or through Customer’s account.
- l. **Publicity.** Upon Customer’s prior written consent (email sufficing), Pyramid may identify Customer in promotional materials, including its website. Any use of Customer’s name or trademarks is subject to Customer’s branding guidelines and upon reasonable written request, Pyramid will stop or correct non-conforming use of Customer’s name or trademarks. Upon request by Pyramid, Customer will (a) consider in good faith to reasonably cooperate with Pyramid to provide comments on the Services for use in its marketing and/or advertising and/or (b) participate in a case study conducted by Pyramid.