PLLAY Design Partner Pilot Agreement (Launch Season)

Version 1.4 · Effective November 3, 2026

This PLLAY Design Partner Pilot Agreement (Launch Season) (the "Agreement") is between PLLAY Labs, Inc., a Delaware corporation ("PLLAY"), and _____ (Partner legal name), a _____ (jurisdiction) _____ (entity type) with its address at _____ ("Partner"). It takes effect on the Effective Date below.

Key Terms

Item	Detail
Effective Date	_____
Pilot Term	90 days from the Effective Date (Section 2)
Pilot Use Case	_____ (e.g. sponsored challenges, duels or predictions on Partner's surfaces)
Titles	Fortnite, League of Legends, VALORANT, Dota 2, PUBG: BATTLEGROUNDS and Rocket League, each subject to PLLAY certification (Section 3.2)
Pilot Allowance	The first 500 settled results in the Pilot Term are free. In a launch-season month that allowance replaces that month's 100. After the 500, $1.00 per settled result (Section 5.1)
Partner Cap	None, unless Partner sets one. There is no default spend cap (Section 5.2)
Calendar month	A month in America/Chicago. Free results do not roll over (Section 5.1)
Design Partner Commitments	One 30-minute feedback call a month, and a short written debrief at the end of the Pilot Term (Section 3.5)
Partner contact and notice email	Name: _____ Email: _____
PLLAY contact and notice email	Shawn Gunn, CEO. Legal notices to legal@pllay.io. Support at support@pllay.io

1. Purpose and Incorporated Terms

1.1 Purpose. Partner wants to evaluate PLLAY's settlement and oracle API (the "Service", as defined in the Terms of Service) in production-like conditions and give PLLAY product feedback as a design partner.

1.2 Incorporated Terms. The following PLLAY documents, each version 1.4 and effective November 3, 2026, form part of this Agreement (together, the "Online Terms"):

- the Terms of Service, at https://pllay.io/terms;
- the API and Self-Serve Terms (the "API Terms"), at https://pllay.io/legal/api-terms;
- the Data Processing Agreement (the "DPA"), at https://pllay.io/legal/dpa;
- the Privacy Policy, at https://pllay.io/privacy;
- the Acceptable Use Policy (the "AUP"), at https://pllay.io/legal/acceptable-use; and
- the current Sub-processors list, available on request at privacy@pllay.io.

Capitalised terms that this Agreement doesn't define have the meanings given in the Online Terms. "Customer Data" has the meaning given in the DPA.

1.3 Order of precedence. If documents conflict, they apply in this order: (a) this Agreement; (b) the DPA, for Customer Data; (c) the API Terms; (d) the Terms of Service; (e) the AUP. The Privacy Policy and the Sub-processors list (available on request at privacy@pllay.io) are notices.

1.4 Updates. A material change to this Agreement or to the Online Terms, including a change to fees, does not bind a party who has already signed until PLLAY has given that party 30 days' written notice, or that party gives written assent, whichever is first. Email to the notice address is enough. During the Pilot Term, an update to the Online

Terms applies to Partner only if it does not materially reduce Partner's rights or increase Partner's obligations or fees under this Agreement, and only after that notice or assent. Any other update applies only after the Pilot Term ends, or earlier if Partner agrees in writing. Changes to sub-processors follow the DPA's notice and objection process. Where this Agreement and the API Terms conflict, including on fees, this Agreement controls (Section 1.3).

1.5 Version 1.3. A party that signed version 1.3 of this Agreement stays on the version it signed, including that version's one-time allowance and Pilot Spend Cap, unless the parties amend in writing. This version 1.4 does not replace a signed version 1.3 by itself. An amendment by email is enough to move to this version.

2. Pilot Term

The Launch Season (the "Pilot Term") starts on the Effective Date in the Key Terms. It is one Launch Season per account. It runs for 90 days, unless it ends earlier under Section 11. The parties may extend the Pilot Term once, by 90 days, by written agreement, and email is enough. A further extension needs a signed amendment. When the Pilot Term ends, Partner's production access continues under the API Terms at the pricing in Section 5.4. This does not happen if either party gives notice that it is ending the Launch Season, or if the parties sign a commercial agreement.

3. Scope

3.1 Service. Partner sends PLLAY match clips (by Media Link, Section 8.2) or match results through the API. PLLAY's Vision system determines the winner, the loser and the score against the stated rule. PLLAY returns each result as Settled, Held or Voided, as defined in Section 3 of the Terms of Service. Each settled result comes with a receipt and a public receipt page.

3.2 Titles and formats. The pilot covers the Titles and the Pilot Use Case in the Key Terms. Each title must pass PLLAY certification before it is used in production. Other titles or formats may be added by written agreement, and email is enough.

3.3 Out of scope. The pilot does not cover live-stream settlement, uncertified titles, or any wagering, paid-entry or real-money contest that the AUP restricts, unless PLLAY approves it in writing in advance.

3.4 Public receipts. A public receipt shows the outcome, the winner and loser, the score, the title, the time, the result ID and the evidence hashes. It does not show gamertags or other end-user identifiers unless Partner tells PLLAY in writing to include them. Partner will not present a sandbox, demo, held or voided result as a settled receipt.

3.5 Partner's responsibilities. Partner keeps, and is solely responsible for, its users, user data, eligibility, identity and age checks, funds, prizes, payouts, official rules and legal compliance. PLLAY provides a verification and data service only. It is not a gaming operator, sportsbook, prediction market, money transmitter or escrow agent, and it never holds or pays out money or prizes (Terms of Service, Section 4). As a design partner, Partner will name a contact person and carry out the Design Partner Commitments in the Key Terms in good faith. Partner has no minimum volume commitment.

4. Access: Sandbox, Then Production

4.1 Sandbox. PLLAY will issue sandbox keys once both parties have signed. Sandbox keys work only on PLLAY's staging environment. Sandbox results are marked as test data, are never billed and are not binding.

4.2 Production. Production keys are never issued automatically. Before granting production access, PLLAY carries out a short manual business review, which consists of this signed Agreement, a check of Partner's business email domain and a company registration check. PLLAY does not collect ID images. A person at PLLAY approves production access, live mode and the certification of each title, and PLLAY may decline or withdraw that approval.

4.3 Keys. Partner is responsible for its API keys and everything done with them. Partner will report any suspected key exposure to security@pllay.io straight away. PLLAY may rate-limit, suspend or revoke keys as Section 5 of the Terms of Service describes.

5. Pilot Pricing

5.1 Pilot Allowance. The first 500 settled results in the Pilot Term are free (the "Pilot Allowance"). Each settled result after that costs $1.00. In a calendar month during the Pilot Term, the Pilot Allowance replaces that month's 100 free settled results under the API Terms. It is not added to them. A calendar month is a month in the America/Chicago time zone. Free results do not roll over into another month, and unused Pilot Allowance does not continue after the Pilot Term. Held and voided results are always free, and sandbox use is never billed.

5.2 Partner Cap. There is no default spend cap. Partner may set an optional monthly spend cap (the "Partner Cap") by written notice to legal@pllay.io, and email is enough. A calendar month is a month in the America/Chicago time zone. If Partner sets a Partner Cap, PLLAY will not invoice usage above it for that calendar month, and PLLAY may refuse further production requests that month until Partner raises or removes the cap in writing. If Partner has set a Partner Cap, PLLAY will email Partner's notice address when usage in that calendar month reaches 80 percent of the cap, and again when it reaches the cap. If Partner has not set a Partner Cap, PLLAY does not apply a spend cap and does not send a spend-cap alert.

5.3 Billing. Usage is invoiced monthly in arrears, due within 30 days of the invoice date. Card billing through Stripe applies only if PLLAY enables it for Partner's account. Fees are in US dollars and exclude taxes. Section 7 of the Terms of Service covers taxes, late payment and suspension for non-payment.

5.4 After the Launch Season. If Partner continues after the Pilot Term, PLLAY will charge $1.00 per settled result for 12 months, and the API Terms apply: 100 free settled results each calendar month in the America/Chicago time zone, with no rollover and no default spend cap. A Partner Cap that Partner set continues until Partner changes or removes it in writing. Settled results in the Pilot Term do not reduce the monthly free allowance after the Pilot Term.

5.5 Pool clearance. The pool clearance fee in the API Terms does not apply during the Pilot Term.

5.6 Disputed results. If a settled result is corrected or voided in Partner's favour after a timely dispute, PLLAY credits the fee charged for it (Section 9.3).

5.7 Invoice disputes. Partner may dispute an invoice by email to legal@pllay.io within 30 days after the invoice date, stating the amount and the reason. Amounts Partner does not dispute on time stay due. PLLAY will review a timely dispute and confirm, correct or explain the invoice.

6. Feedback and Model Improvement

6.1 Feedback licence. Partner may give PLLAY suggestions, bug reports and other feedback ("Feedback"). Partner grants PLLAY a perpetual, irrevocable, worldwide, royalty-free, transferable and sublicensable licence to use Feedback for any purpose, with no obligation or attribution owed. Feedback does not include Partner's Confidential Information or Customer Data, and Partner gives it "as is".

6.2 Model improvement. PLLAY will not use Customer Data that Partner submits in production to train or improve PLLAY's models unless Partner opts in on the signature page. Partner may withdraw an opt-in for the future by emailing privacy@pllay.io. Section 8 of the Terms of Service and Section 5 of the Privacy Policy cover sandbox content and aggregated or de-identified data.

7. Publicity, Case Study and Logo

7.1 Permission. Neither party will use the other's name or logo except as this Section 7 permits. Partner grants publicity permission by ticking one or both boxes on the signature page. If neither box is ticked, PLLAY will not use Partner's name or logo publicly.

- Option A, name and logo. PLLAY may show Partner's name and logo as a partner on its website and in sales materials, following Partner's brand guidelines.
- Option B, case study. PLLAY may publish a case study, quote or joint announcement, but only after Partner has approved the final text in writing. Email approval is enough.

7.2 Withdrawal. Partner may withdraw either permission on 30 days' notice. Materials already published or printed don't have to be recalled.

7.3 Badge. Section 11 of the Terms of Service governs Partner's use of the "Settled by PLLAY" badge.

8. Data Handling

8.1 DPA. The DPA applies to all personal data in Customer Data. Partner is the controller (or a processor acting for its own controller). PLLAY is Partner's processor and service provider. Partner authorises the sub-processors on PLLAY's current Sub-processors list (available on request at privacy@pllay.io), and the DPA governs any changes to them.

8.2 Video by link only. Partner sends video by giving PLLAY a URL for a clip that Partner hosts or controls (a "Media Link"). PLLAY does not ask Partner to upload video files. PLLAY's Vision worker fetches the clip from the Media Link only to process the job. Partner should keep each Media Link available for at least 72 hours after submitting it, and may use links that expire after that.

8.3 Retention of raw media. Working frames are deleted when each job finishes. PLLAY will delete stored Media Links, and any copy of the raw clip, within 90 days after the job, or sooner if Partner asks in writing. PLLAY keeps only the frame that decided the result, the signed evidence record and the receipt. It retains them for dispute and audit purposes as Section 6 of the DPA describes.

8.4 No identification. PLLAY does not use Customer Data to identify individuals or to create biometric templates.

8.5 Partner's rights in content. Partner confirms that it has the rights and consents needed to submit each clip and result. That includes the rights and consents for any people, voices or game footage in it, and for anyone under 18 (AUP, Section 2).

8.6 Security. PLLAY will maintain reasonable safeguards for Customer Data. These include private storage for evidence frames, signed evidence records, scoped API keys stored as hashes, access controls and rate limits, and confidentiality obligations for everyone who can access Customer Data. PLLAY will notify Partner of a personal data breach affecting Customer Data without undue delay, and in any case within 72 hours of becoming aware of it (DPA, Section 8).

8.7 End of pilot. When this Agreement ends, PLLAY will delete or return Customer Data within 90 days, as Partner chooses (DPA, Section 7).

9. Service Levels During the Pilot

9.1 Best effort. PLLAY will use commercially reasonable efforts to keep the Service available and to fix problems. During the pilot there is no service level agreement, no uptime, latency or accuracy commitment, and no service credits.

9.2 Support. Support is available by email to support@pllay.io from 9am to 5pm Central Time on business days. PLLAY aims to respond within 1 business day. Where practical, PLLAY will give 10 business days' notice before making breaking changes to the API.

9.3 Accuracy and disputes. Results are automated and can be wrong. When evidence is unclear, the Service is designed to hold or void a result rather than settle it. Partner may dispute a result through the API or by email to support@pllay.io, within 72 hours after it is issued. Each result may be disputed once. If a dispute succeeds, Partner's sole and exclusive remedy is correction or voiding of the result plus a credit of the fee charged for it (Terms of Service, Section 10). Partner decides whether and when to pay out on a result.

10. Confidentiality

10.1 Confidential Information. "Confidential Information" means a party's non-public business, technical and commercial information that it discloses under this Agreement. It includes the terms of this Agreement, PLLAY's non-public product, model and pricing information, and Partner's non-public plans.

10.2 Obligations. The receiving party will use the other party's Confidential Information only for the pilot. It will share that information only with its employees, contractors and advisers who need it and are bound by confidentiality duties at least as protective as this Section 10.

10.3 Exclusions. Confidential Information does not include information that:

- is or becomes public through no fault of the receiving party;
- the receiving party already knew;
- the receiving party developed independently; or
- the receiving party lawfully received from a third party.

A party may disclose Confidential Information when the law requires it, after giving notice where the law allows.

10.4 Duration. These obligations last for 2 years after this Agreement ends. For trade secrets, they last for as long as the information remains a trade secret. Customer Data is also protected under the DPA.

11. Termination

11.1 For convenience. Either party may end this Agreement at any time by giving 5 business days' written notice. Email to the other party's notice email is enough.

11.2 Suspension and termination for cause. PLLAY may suspend or end Partner's access immediately for breach of the AUP, abuse, security risk or legal risk. It may also do so for non-payment, 10 days after giving notice (Terms of Service, Section 15). Either party may end this Agreement immediately if the other party materially breaches it and does not cure the breach within 10 days after notice.

11.3 Effect. When this Agreement ends, PLLAY revokes all of Partner's keys. Partner pays for settled results delivered before the end date. If Partner set a Partner Cap, the amount invoiced for that calendar month will not exceed it. Section 8.7 governs Customer Data. Sections 5 (for amounts owed), 6.1, 7.2 (for materials already published), 8, 10, 11.3, 12, 13 and 14 survive.

12. Disclaimers and Limitation of Liability

12.1 Disclaimer. THE SERVICE, EVERY RESULT AND EVERY RECEIPT ARE PROVIDED "AS IS" AND "AS AVAILABLE", AND THE DISCLAIMERS IN SECTION 12 OF THE TERMS OF SERVICE APPLY.

12.2 Excluded damages. NEITHER PARTY IS LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, REVENUE, DATA OR GOODWILL. PLLAY IS NOT LIABLE FOR ANY PRIZE, REWARD, PAYOUT OR OTHER VALUE THAT PARTNER OR ANY THIRD PARTY AWARDS, PAYS OR WITHHOLDS IN RELIANCE ON A RESULT, INCLUDING A RESULT THAT IS LATER CORRECTED OR VOIDED.

12.3 Cap. EACH PARTY'S TOTAL LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT IS LIMITED TO THE GREATER OF (A) THE FEES PARTNER PAID OR OWES PLLAY IN THE 12 MONTHS BEFORE THE EVENT GIVING RISE TO THE CLAIM AND (B) US$1,000. For this Agreement, this cap replaces the cap in Section 13 of the Terms of Service.

12.4 Exceptions. Sections 12.2 and 12.3 do not limit any of the following:

- Partner's payment obligations;
- Partner's indemnity under Section 14 of the Terms of Service;
- Partner's breach of the AUP;
- a party's wilful or grossly negligent breach of Section 10; or
- liability that the law does not allow to be limited.

Any other breach of Section 10, including a security incident affecting Customer Data, remains subject to Sections 12.2 and 12.3.

12.5 Indemnity. Section 14 of the Terms of Service (Partner's indemnity) applies. PLLAY gives no indemnity during the pilot.

13. Governing Law and Disputes

This Agreement is governed by the laws of the State of Delaware, without regard to its conflict-of-laws rules. Before filing a claim, the complaining party will send written notice to the other party, and the parties will try in good faith for 30 days to resolve the dispute informally. Any dispute that is not resolved informally will be decided by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, seated in Houston, Harris County, Texas, as Section 17 of the Terms of Service sets out. That includes its class-action waiver, jury waiver and one-year time limit. The arbitration opt-out in the Terms of Service does not apply to this Agreement. Either party may seek injunctive relief in the state or federal courts located in Harris County, Texas, to protect its intellectual property or Confidential Information.

14. General

14.1 Notices. Notices go to the notice emails in the Key Terms. Legal notices to PLLAY go to legal@pllay.io. Email is enough.

14.2 Relationship. The parties are independent contractors. The pilot is non-exclusive, and each party bears its own costs.

14.3 Assignment. Section 18 of the Terms of Service governs assignment.

14.4 Entire agreement and amendments. This Agreement and the Online Terms are the parties' entire agreement on the Launch Season. Amendments must be in writing and signed by both parties. However, the parties may agree by email to extend the Pilot Term once, as Section 2 describes, add titles or formats, or set, change or remove a Partner Cap.

14.5 Signature. This Agreement may be signed electronically and in counterparts.

Partner Options

Option	Partner to tick one
Publicity Option A: name and logo (Section 7.1)	■ Yes ■ No
Publicity Option B: case study, with Partner approval of text (Section 7.1)	■ Yes ■ No
Model improvement using production Customer Data (Section 6.2)	■ Opt in ■ Do not opt in

Signatures

PLLAY Labs, Inc.	Partner: _____
Signature: _____	Signature: _____
Name: Shawn Gunn	Name: _____
Title: Chief Executive Officer	Title: _____
Email: legal@pllay.io	Email: _____
Date: _____	Date: _____