

## Exhibit B

### End User License Agreement

THIS END USER LICENSE AGREEMENT (“EULA”) CONSTITUTES A BINDING LEGAL AGREEMENT BETWEEN GAMECO LLC (“GAMECO” OR “WE”) AND EACH INDIVIDUAL OR ENTITY THAT DOWNLOADS, INSTALLS, COPIES OR OTHERWISE USES THE GAMECO SOFTWARE (“LICENSEE” or “YOU”).

If You are an individual or entity that has a separate written agreement with GameCo under which You purchased or leased the physical cabinet and internal hardware of one or more VGMs, such as a Master Purchase and Lease Agreement (a “Master Agreement”), only Sections 1-17 of this EULA apply. All other Sections of this EULA shall be inapplicable to You. Except to the extent this EULA expressly states that the Master Agreement shall govern, to the extent of any conflict between the applicable Sections of this EULA and the Master Agreement, this EULA shall govern: as applied to GameCo Software; in all other instances, a Master Agreement shall control.

If You are an individual or entity that does not have a Master Agreement with GameCo (because, e.g., you are a direct or downstream transferee of a VGM from an individual or entity that had such a Master Agreement with GameCo), all Sections of this EULA apply. Each copy of GameCo Software and any accompanying documentation is licensed and not sold. The GameCo Software is protected by copyright laws and treaties, as well as laws and treaties related to other forms of intellectual property. GameCo and/or its affiliates, licensors, and suppliers own the intellectual property rights in the Software.

- 1. Definitions.** As used in this EULA, the following terms shall have the following meanings: “Game” means Software comprising a game to be displayed and played on a VGM.  
“Software” or “GameCo Software” means the software, including all computer code, modules, routines, firmware, operating system software, Games, and other related code installed on or included with a VGM.  
“VGM” means a type of skill based video game gambling machine provided by GameCo, which includes a physical cabinet and internal hardware that may be sold or leased to you, as well as Software or Licensed Materials that may be licensed to you.
- 2. Acceptance.** By accessing and using the GameCo Software, You agree to be bound by the terms and conditions of this EULA. If You do not agree to this EULA, You must not access or use the GameCo Software for any purpose whatsoever. If You are an individual executing this EULA via accessing and using the GameCo Software on behalf of an entity, You represent and warrant to GameCo that You have the legal authority to bind the entity, and the term “Licensee”, “You”, or “Your” shall refer to the entity.
- 3. Restricted Use License Grant.** Subject to the terms and conditions of this EULA, GameCo grants to You a limited, restricted, non-exclusive, non-transferrable (except as permitted in Section 4 below), non-assignable, and non-sublicensable right to access and use the GameCo Software for its normal intended use as installed in a VGM authorized by GameCo.
- 4. Restriction on Transfer.** Except to the extent expressly permitted by a Master Agreement between You and GameCo (if applicable), including in connection with a permitted assignment of the Master Agreement by You, You agree that You shall not redistribute, encumber, sell, rent, lease, sublicense, or otherwise transfer the GameCo Software without first obtaining the express written consent of GameCo. Notwithstanding the foregoing, the access to and use of the GameCo Software by You and by any transferee of Your original copy of the GameCo Software shall always be subject to the terms and conditions of this EULA and any transferee's use of the GameCo Software shall constitute that transferee's acceptance of the terms of this EULA.
- 5. Restriction on Use.** You may not use the GameCo Software except as installed in a VGM authorized by GameCo. When using the GameCo Software, You must use it in a manner that complies with the applicable laws in the jurisdiction(s) in which You use the GameCo Software. You may not, and may not permit any third party to; modify, translate, decompile, reverse engineer, disassemble, create derivative works of, or otherwise attempt to derive the source code of this GameCo Software, except strictly as permitted by law notwithstanding this prohibition. This EULA does not grant You any rights to use GameCo proprietary interfaces, source code for the GameCo Software, or other intellectual property in the design, development, manufacture, licensing or distribution of third party devices and accessories, or third party software applications, for use with GameCo Software or VGMS.

You may not copy any part of the GameCo Software except for transient copies made during the normal course of access to and use of the GameCo Software.

6. **Term.** This EULA and the license granted to You shall be effective until terminated as set forth in this Section. You may terminate Your license and this EULA at any time by returning to GameCo or destroying the GameCo Software and all copies thereof in Your possession or control. The EULA will terminate automatically without notice if You fail to comply with any term or condition of this EULA. Upon any termination of this EULA, Your license to access and use the GameCo Software shall immediately terminate, and You agree to return to GameCo or destroy all copies of the GameCo Software in Your possession or control upon any such termination.
7. **Ownership.** The GameCo Software is protected by United States and foreign intellectual property laws and treaties. Except for the limited license granted to You herein, GameCo (including its affiliates, suppliers, and licensors) retains all rights, title and interests in and to the GameCo Software, including without limitation all patents, trademarks, copyrights, trade secrets and other intellectual property rights contained therein or related thereto (collectively, the “Software Intellectual Property”). You shall not acquire any rights, title or interests in or to the GameCo Software or the Software Intellectual Property other than the limited license granted to You in this EULA.
8. **Third Party Materials.** Certain aspects of the GameCo Software may display, include or make available content or materials from third parties (“Third Party Materials”) or provide links to certain third party web sites. By using the GameCo Software, You acknowledge and agree that GameCo is not responsible for examining or evaluating the accuracy, validity, copyright compliance, legality, quality or any other aspect of such Third Party Materials or web sites. GameCo, its officers, affiliates and subsidiaries do not warrant or endorse and do not assume and will not have any liability or responsibility to You or any other person for any third party services, Third Party Materials or web sites, or for any other materials, products, or services of third parties. Third Party Materials and links to other web sites are provided solely as a convenience to You.
9. **Disclaimer of Warranties.** THE FOLLOWING DISCLAIMERS SHALL APPLY EXCEPT TO THE EXTENT EXPRESSLY REPRESENTED OR WARRANTED IN A MASTER AGREEMENT BETWEEN YOU AND GAMECO (IF APPLICABLE).

TO THE MAXIMUM EXTENT PERMITTED BYLAW, THE GAMECO SOFTWARE IS OFFERED TO YOU “AS IS” AND “AS AVAILABLE” AND GAMECO MAKES NO REPRESENTATION OR WARRANTY ABOUT THE GAMECO SOFTWARE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, GAMECO MAKES NO WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF THE GAMECO SOFTWARE, OR THAT DEFECTS IN THE GAMECO SOFTWARE WILL BE CORRECTED. GAMECO MAKES NO WARRANTY THAT THE GAMECO SOFTWARE WILL OPERATE WITHOUT ERROR OR WITHOUT INTERRUPTION. GAMECO DOES NOT REPRESENT OR GUARANTEE THAT THE GAMECO SOFTWARE WILL BE FREE FROM LOSS, CORRUPTION, ATTACK, VIRUSES, INTERFERENCE, HACKING, OR OTHER SECURITY INTRUSION, AND YOU HEREBY RELEASE GAMECO FROM ANY LIABILITY RELATING THERETO. GAMECO EXPRESSLY DISCLAIMS ANY AND ALL EXPRESS; IMPLIED, AND STATUTORY REPRESENTATIONS AND WARRANTIES, INCLUDING\_ ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, AND TITLE.

10. **Modification of EULA.** Except with respect to altering the order of precedence with respect to a Master Agreement, GameCo reserves the right at any time to modify this EULA and to add new and additional terms and/or conditions on Your use of the GameCo Software or any aspect thereof, or Your use of any new features that are offered by GameCo or any of its third-party providers. Such modifications and additional terms and conditions will be effective immediately and incorporated into this EULA. Your continued use of the GameCo Software or any new features with these new and additional terms and/or conditions will be deemed acceptance thereof.
11. **Injunctive Relief.** You acknowledge and agree that any unauthorized copying, distribution, reproduction, disclosure, or use of any aspect of GameCo Software will immediately give rise to continuing irreparable injury to GameCo inadequately compensable in damages at law and, without prejudice to any other remedy available to GameCo, shall entitle GameCo to seek injunctive relief in any court or tribunal without the necessity of posting a bond.
12. **Governing Law, Jurisdiction and Costs.** This EULA shall be governed by the laws of the jurisdiction specified in the Master Agreement between You and GameCo or, in the absence of a choice of law provision or a Master Agreement, the laws of the State. of New York, USA, without regard to conflict or choice of law principles. All

disputes relating to this EULA that are not submitted to arbitration shall be resolved in the venue specified in the Master Agreement between You and GameCo or, in the absence of a choice of venue provision or a Master Agreement, the state or federal courts with subject matter jurisdiction in New York, NY, USA and, under such circumstances, You consent to the exclusive jurisdiction of such courts, agree to accept service of process by mail, and waive any jurisdictional or venue defenses otherwise available. The United Nations Convention on Contracts for the International Sale of Goods is hereby excluded in its entirety from application to this EULA.

13. **Non-Waiver.** Waiver by GameCo of any breach or default under this EULA will not be deemed a continuing waiver of such default or a waiver of any other default.
14. **Severability.** Should any provision of this EULA be deemed contrary to applicable law or unenforceable by any court of competent jurisdiction; the provision shall be considered severed from this EULA but all remaining provisions shall continue in full force.
15. **Entire Agreement.** This EULA and each Master Agreement between You and GameCo, if applicable, set forth the entire understanding of the You and GameCo with respect to the subject matter covered by the EULA and supersedes any and all prior and contemporaneous understandings, representations, proposals, communications and agreements, whether written or oral, between the parties with respect to .such subject matter, including any non-disclosure agreements or any evaluation agreements.
16. **Limitation of Liability.**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER GAMECO NOR ITS AFFILIATES, NOR ITS NOR THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, REPRESENTATIVES, SUPPLIERS, LICENSORS, SUCCESSORS OR ASSIGNS SHALL IN ANY WAY BE LIABLE TO YOU AND YOU HEREBY WAIVE ANY INDIRECT, ECONOMIC, SPECIAL, COMMERCIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOSS OF BUSINESS REVENUE OR EARNINGS, LOST DATA, DAMAGES CAUSED BY DELAYS OR A FAILURE TO REALIZE EXPECTED SAVINGS AND THE LIKE, ARISING FROM OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE GAMECO SOFTWARE, EVEN IF THE FOREGOING PARTIES ARE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION IS INTENDED TO APPLY AND DOES APPLY WITHOUT REGARD TO WHETHER SUCH DAMAGES ARE CLAIMED, ASSERTED OR BROUGHT IN AN ACTION OR CLAIM SOUNDING IN TORT OR CONTRACT, OR UNDER WARRANTY, OR UNDER ANY OTHER LAW OR FORM OF ACTION (INCLUDING AN ACTION IN EQUITY). IN NO EVENT SHALL THE LIABILITY OF GAMECO AND ITS AFFILIATES, AND ITS AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, REPRESENTATIVES, SUPPLIERS, LICENSORS, SUCCESSORS AND ASSIGNS TO YOU OR TO ANY THIRD PARTY CLAIMING THROUGH YOU OR ON YOUR BEHALF EXCEED THE GREATER OF THE FEES ACTUALLY PAID BY YOU TO GAMECO FOR THE GAMECO PRODUCTS OR SERVICES TO WHICH THIS EULA APPLIES OR ONE HUNDRED U.S. DOLLARS (\$100). THE LIMITATIONS, EXCLUSIONS, AND DISCLAIMERS SET FORTH IN THIS SECTION SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW, EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

You agree and acknowledge that GameCo's exclusions and limitations of liability are reasonable in the circumstances and that the price of the GameCo products and services would be increased if such exclusions and limitations were not enforceable.

Some jurisdictions may not allow the exclusion of warranties or the limitation of incidental or consequential damages, may not allow limitations on how long an implied warranty or condition lasts, or may not allow provisions that permit a warranty to be voided. Thus, some of the above limitations or exclusions may not apply to You.

17. **Limitation of Remedies and Damages.** Your exclusive remedy for a breach of this EULA by GameCo or of any warranty imputed to the GameCo Software notwithstanding this EULA is the correction or replacement of the GameCo Software. Selection of whether to correct or replace shall be solely at the discretion of GameCo. All warranties cover only defects arising under normal use and do not include malfunctions or failure resulting from

misuse, abuse, neglect, alteration, problems with electrical power, acts of nature, unusual temperature or humidity, improper installation, or damage determined by GameCo to have been caused by You.

- 18. Licensee Indemnity.** You shall indemnify, defend and hold GameCo, its affiliates, officers, directors, employees, agents, consultants and suppliers harmless from and against, any and all costs (including reasonable attorneys' fees), losses, damages, expenses, liabilities and penalties arising from, or in connection with a third party claim, suit, demand or other proceeding based upon: (a) any act or omission by You; (b) Your use of, or inability to use, GameCo Software, including any results or consequences from Your use of GameCo Software; or (c) Your breach of this EULA. You will promptly notify GameCo of any threatened or actual claim covered by this indemnification and will reasonably cooperate and assist GameCo in connection with the same.
- 19. Dispute Resolution; Arbitration.** PLEASE READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES YOU TO SUBMIT TO BINDING INDIVIDUAL ARBITRATION OF ALL DISPUTES, EXCEPT FOR THOSE THAT INVOLVE INTELLECTUAL PROPERTY DISPUTES. THIS MEANS YOU ARE WAIVING YOUR RIGHT TO HAVE SUCH DISPUTES RESOLVED IN COURT BY A JUDGE OR JURY. THIS SECTION WAIVES YOUR RIGHT TO HAVE YOUR DISPUTE HEARD AND RESOLVED AS A CLASS ACTION, CLASS ARBITRATION, OR A REPRESENTATIVE ACTION.
- (a) **Arbitration.** Any dispute or claim, in law or in equity, arising out of or relating to this EULA or any relationship between the parties to this EULA, no matter how described, pleaded or styled, shall be resolved through final, binding arbitration under the substantive and procedural requirements of the Federal Arbitration Act. The arbitration shall be conducted by a single, neutral arbitrator chosen by the parties, and conducted in the venue specified in Section 12. The arbitration shall be conducted under the Commercial Arbitration Rules of the American Arbitration Association. Should either party refuse or neglect to choose an arbitrator or otherwise sincerely and in good faith participate in the arbitration process, then the arbitrator is empowered to proceed with one side alone. The parties agree that the arbitrator, and not a court, shall have exclusive jurisdiction over the interpretation, validity, and scope of this arbitration agreement. Subject to Section 13, neither party shall file or maintain any lawsuit in any court against the other, and the parties agree that any suit filed in violation of this EULA shall be dismissed by the court in favor of an arbitration conducted pursuant to this EULA. Each party shall bear its own expenses and the parties shall equally share the arbitration filing fee, arbitrator's compensation, facilities fees, and other administrative fees. However, if the claim or defense of either party is upheld by the arbitrator in all material respects, then the prevailing party shall be promptly reimbursed by the other party for its reasonable attorneys' fees and disbursements, the reasonable costs of its experts and witnesses, and all other fees, costs and expenses of the arbitration. Any award of the arbitrator shall be in writing and shall state the reasons for the award. Any remedy available from a court under the law shall be available in the arbitration. Judgment upon an award may be entered in any court having competent jurisdiction. Any judgment therein may be enforced in any court having jurisdiction. The parties, their representatives and participants and the arbitrator shall hold the existence, content and result of the arbitration in confidence, except to the limited extent necessary to enforce a final settlement agreement or to obtain or enforce a judgment on an arbitration decision and award. If any provision of this provision is adjudged to be void or otherwise unenforceable, in whole or in part, such adjudication shall not affect the validity of the remainder of the EULA. If this provision is declared unenforceable and cannot be administered, interpreted, or modified to be enforceable, the parties agree any such dispute shall be commenced and maintained exclusively in the state or federal courts in the venue specified in Section 12, and the parties each consent to the personal jurisdiction of said courts. Any dispute or claim shall be brought solely in the party's individual capacity, and not as a representative, private attorney general or class member in any purported class action, representative proceeding, mass action or consolidated action.
- (b) **WAIVER OF JURY TRIAL.** THE PARTIES UNDERSTAND AND AGREE THAT, EVEN WITH RESPECT TO DISPUTES NOT SUBMITTED TO ARBITRATION, BY ENTERING INTO THIS EULA, BOTH PARTIES ARE GIVING UP THEIR CONSTITUTIONAL RIGHT TO A JURY TRIAL AND, IF APPLICABLE, ANY RIGHTS THEY MAY HAVE TO BRING ANY CLAIMS ON A CLASS, REPRESENTATIVE, CONSOLIDATED, OR MASS ACTION BASIS.