

AGREEMENT TERMS AND CONDITIONS

SATIS&FY LLC

These terms and conditions shall be applicable to any and all sales and/or services transacted between satis&fy, LLC, hereinafter referred to as "satis&fy" as described in the quote and will remain in effect from award through project closure. By accepting the quote, the client, hereinafter referred to as "client", agrees to the following terms and conditions.

1. TERMS OF PAYMENT: Client agrees to pay to satis&fy all undisputed amounts due and owing according to the payment terms set forth for each invoice presented by satis&fy. Additionally, all past due undisputed invoices shall be subject to a finance charge of 1.5% per month (18% per annum) or the maximum rate allowed by law, whichever is greater. Checks remitted for payment that are subsequently dishonored by the issuing bank will be assessed a returned check charge of \$25.00.
2. COLLECTION COSTS: satis&fy shall be entitled to recover from the client all reasonable costs satis&fy incurs as a result of its enforcement of the terms of this agreement or the collection of any undisputed amounts due and owing to satis&fy. These costs may include, but are not limited to, court costs, reasonable attorneys' fees, and collection agency fees.
3. QUOTES: Quotes are valid for 7 days from the date the quote is received by the client. satis&fy is under no obligation to provide services, reserve equipment for client, or otherwise begin preparations for providing any of the Services to client until client accepts the quote by executing

it and paying all applicable deposit(s) ("client's acceptance"). All quotes are estimates only, and the actual charges on an invoice (which will reflect the actual services provided by satis&fy) may be different than the amounts listed in a quote. satis&fy reserves the right to modify, revise, or withdraw any quote, including but not limited to the prices and services described therein, under the following circumstances: (1) at any time prior to client's acceptance; (2) if the actual services provided by satis&fy reasonably vary from the services described in the quote (e.g. overtime charges or excess use charges); (3) Client requests different or additional services than those described in a quote; (4) client fails to reasonably satisfy any deadlines, file format requirements, equipment requirements, or other requirements described in any document being part of the quote; or (5) Client breaches any provision of these Terms.

4. CANCELLATION AND CHANGES: Any cancellation of the services is subject to a cancellation charge ("cancellation charge"). All cancellations shall be in writing and shall not be effective until received by satis&fy. The cancellation charge will be as follows: (1) for cancellations at least 30 days from the date equipment is scheduled to leave satis&fy's facility – the cancellation charge will be equal to the actual costs and expenses reasonably incurred by satis&fy up to and including the date of cancellation (which costs may include, without limitation, additions to satis&fy's equipment inventory in anticipation of providing the services to client); (2) for cancellations at least 14 days but less than 30 days from the date equipment is scheduled to leave satis&fy's facility – the cancellation charge will be equal to 50% of the total amount on the applicable quote; (3) for cancellations received at least 7 days but less than 14 days from the date equipment is scheduled to leave satis&fy's facility – the cancellation fee will be 75% of the total amount on the applicable quote; (4) for cancellations received less than 7 days from the date equipment is scheduled to leave satis&fy's facility – the cancellation fee will be 100% of the total amount on the applicable quote.

5. DEPOSIT: The client will pay 50% of the quoted total ("quote total") on confirmation as a condition to satis&fy's obligation to provide any of the products or services in the quote. Further 40% of the quoted total are due before delivery of services (e.g., before gear leaves the warehouse and crew travels to production site) and the last 10% are due after completion of services. Unless expressly stated otherwise in the cancellation policy set forth below, all deposits due and payable under the terms are non-refundable. If client forfeits all or part of the deposit, satis&fy may in good faith, but

with no guarantee, make a business assessment to determine whether any portion of the deposit may be applied as a credit to future satis&fy services. Any unpaid portion of the quote total remaining after client's payment of the deposit will become due and payable according to the terms stated in each invoice issued by satis&fy to client.

6. SHIPMENT OF MATERIALS: Materials will be shipped via the method deemed by satis&fy to be most practical. Clients desiring a particular method of shipping, or insurance on shipment, must make such requests in writing when materials are ordered. All shipping costs shall be charged to the client.

7. OWNERSHIP OF EQUIPMENT: All equipment shall remain satis&fy's property and shall not become fixtures or part of any freehold or leasehold estate. satis&fy may affix appropriate tags or signs to the equipment indicating satis&fy's interest therein, and client shall not permit any such tags or signs to be removed.

8. INSURANCE: As a precondition to the delivery of any equipment, all clients are required to provide satis&fy with a certificate of insurance evidencing the coverage required by this section and naming satis&fy LLC, their managers, members, officers, employees, agents and affiliates as additional insureds with respect to general liability insurance and loss payees with respect to property insurance. The limits of property insurance shall not be less than the full replacement value of any and all items as listed on the quote, rental contract, or invoice. Minimum limits for liability insurance are \$1,000,000/claim, \$2,000,000 aggregate. All Client policies shall be primary and non-contributory over any insurance policies carried by satis&fy. The client further waives all rights of subrogation, and the client agrees that insurance required of client hereunder does not, and will not, give the insurer any recourse or rights of subrogation against satis&fy or its affiliates.

In the event of any claim being made by client against satis&fy, satis&fy may in its sole discretion, without admission of liability or responsibility, reimburse the client for the cost of satis&fy's services or the material damaged or destroyed, in which event satis&fy shall have no further liability. Any claim for such reimbursement must be made by written notice to satis&fy within thirty (30) days after delivery of such property to client or its designee or notice of its loss or damage, whichever is sooner. All property delivered to satis&fy may be moved or kept at such place or places as satis&fy

may deem desirable, and there is no promise or representation, express or implied, that such property delivered for any purpose will be retained or kept at satis&fy's premises or at any other designated place. Client shall be solely responsible for loss or damage to equipment caused by theft, abuse, intentional or negligent misuse, or other damage while equipment is in client's possession or control, whether in transit or on location.

9. INDEMNIFICATION:

1. To the fullest extent permitted by law, the Client shall defend, indemnify, and hold harmless satis&fy, LLC, their managers, members, officers, employees, agents and affiliates (the "indemnified parties") from and against any and all claims, damages, actions, suits, demands, judgments, liability, and expenses (including attorneys' fees and court costs)(individually a "claim" and collectively "claims") incurred as a result of production, editing, distribution, transportation, storage, or exhibition of any kind on behalf of client, or client's use of any rented satis&fy equipment, except to the extent caused by the negligence or willful misconduct of any Indemnified party.

2. To the fullest extent permitted by law, satis&fy LLC, shall defend, indemnify, and hold harmless the client, their managers, members, officers, employees, agents and affiliates (the "indemnified parties") from and against any and all claims, damages, actions, suits, demands, judgments, liability, and expenses (including attorneys' fees and court costs)(individually a "claim" and collectively "claims") incurred as a result of production, editing, distribution, transportation, storage, or exhibition of any kind on behalf of satis&fy, LLC, except to the extent caused by the negligence or willful misconduct of any indemnified party.

10. REPRESENTATIONS AND WARRANTIES: Client represents and warrants that the work to be performed by satis&fy does not in any way defame, violate, or infringe any intellectual property, civil right or right of privacy, or any other right of any person under applicable law, or constitute "obscenity" under state or federal law. Client also represents and warrants that these terms and

client's performance of its obligations under these terms will not violate or breach any other agreement, contract, or obligation to which client is bound.

11. FORCE MAJEURE: Notwithstanding anything to the contrary contained herein, neither party will be liable for any delays or failures in performance resulting from acts beyond its reasonable control including, without limitation, acts of God, acts of war or terrorism, shortage of supply, breakdowns or malfunctions, interruptions or malfunction of computer facilities or cloud services, or loss of data due to power failures or mechanical difficulties with information storage or retrieval systems, labor difficulties or civil unrest, pandemic, epidemic, or quarantine; except that, in no event will client's obligation to pay deposits or other amounts due hereunder be excused for any reason whatsoever. For sake of clarity, client and satis&fy agree that cancellation caused by epidemic or pandemic will be governed by the provisions of the cancellation and charges section, above; and satis&fy's sole obligation with respect to refunds is set forth in the cancellation and charges section. The time for performance required of the affected party will be extended by the period of such delay provided the party is exercising diligent efforts to overcome the cause of such delay. In the event of equipment breakdown or failure beyond its control, satis&fy will, at no additional expense to client, take reasonable steps to minimize service interruptions and mitigate their effects but will have no liability with respect thereto.

12. LIMITATION OF WARRANTY: The provisions hereof constitute the sole and exclusive responsibility of satis&fy regarding the matters set forth herein.

THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE GIVEN BY satis&fy, LLC, THEIR OFFICERS, EMPLOYEES, AGENTS, OR CONTRACTORS IN CONNECTION WITH THE PERFORMANCE BY satis&fy, LLC OF THEIR DUTIES PURSUANT HERETO, AND THE PROVISIONS HEREIN ARE ACCEPTED IN LIEU OF ANY OTHER LIABILITY, WARRANTY OR GUARANTY EXPRESS OR IMPLIED, IN LAW OR IN FACT. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE EXPRESS WRITTEN PROVISIONS HEREOF. ALL THIRDPARTY MATERIALS ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD-PARTY MATERIALS IS STRICTLY

BETWEEN CLIENT AND THE THIRD- PARTY OWNER OR DISTRIBUTOR OF THE THIRD-PARTY MATERIALS.

13. INTELLECTUAL PROPERTY: satis&fy hereby retains its entire right, title, and interest in and to any and all of its intellectual property ("satis&fy IP"), including but not limited to any satis&fy preexisting processes, discoveries, inventions, concepts, designs, products, patents, pending patents, and any media server centric or show control centric code, software development, and or programming. Any use of satis&fy IP hereunder shall not be construed as an assignment, grant, option or other transfer of any right, title, or interest whatsoever to the receiving party or any of its representatives. Nothing in these terms will convey any right, title, or interest to client in any satis&fy IP unless expressly stated herein, and no license under any patent, copyright, mask work, or other proprietary right is granted or conveyed by these Terms.

14. CLIENT CONTENT: To the extent client provides any content or other materials ("client content") to satis&fy, client hereby grants satis&fy a worldwide, non-exclusive, transferable, assignable, fully paid-up, right and license to use, reproduce, transmit, perform, display, and store client content for purposes of providing the services. The client represents and warrants that it has all necessary intellectual property rights and authority to grant the license hereunder. For the avoidance of doubt, and without limiting the generality of the foregoing, client content will include any music, audio, or audiovisual footage, and client will ensure it has all necessary right(s) and license(s) to allow satis&fy to perform its obligations to client under these terms.

15. REMEDIES CUMULATIVE: All rights and remedies at law or in equity, or pursuant to any provision(s) of this agreement between satis&fy and the client to which satis&fy may be entitled, shall be cumulative and not exclusive of one another and may be exercised concurrently or separately.

16. WAIVER: Any waiver, whether express or implied, or the breach of any term, condition, or provision herein shall not be construed to be a continuing waiver or consent to a subsequent breach on the part of the other party hereto.

17. ASSIGNMENT: The client may not assign its rights or obligations hereunder. satis&fy's rights and obligations hereunder may be assigned by satis&fy, and satis&fy shall have the right to subcontract or assign the performance of any or all its obligations hereunder.

18. CHOICE OF LAW: This agreement shall be governed by, and construed in accordance with, the laws of the State of Oregon. Disputes not otherwise resolved hereunder shall be submitted to litigation in a court of competent jurisdiction in the county of Washington County State of Oregon.

19. MODIFICATION: This agreement shall not be modified or amended by the parties except by written instrument signed by the parties.

20. PARTIAL INVALIDITY: If any term, provision, convenient, or condition of this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

21. ENTIRE AGREEMENT: This agreement contains the entire understanding and agreements between the parties hereto respecting the within subject matter, and there are no representations, agreements, or understandings, oral or written, between and among the parties hereto relating to the subject matter of this agreement which are not fully expressed herein.

22. REIMBURSEMENT FOR TAXES: Any taxes satis&fy may be required to pay in connection with the client's material received by satis&fy or services performed, including sales tax, will be charged to the client's account, and shall be promptly reimbursed to satis&fy by client upon demand.

23. ACCEPTANCE OF TERMS: Client expressly accepts, by execution of these terms and conditions and receipt of services and/or products delivered by satis&fy to client or its designee, the terms and conditions herein contained.

24. FACSIMILE SIGNATURES: Signatures sent/received via facsimile or emailed PDF shall be considered as originals, and as such are valid signatures.

25. EQUIPMENT RESPONSIBILITY: Client fully understands and accepts complete responsibility for all satis&fy equipment rented to client. Such responsibility shall include, but not be limited to,

damage, any necessary repairs, replacement of equipment not capable of being repaired to a fully functional status, and loss of equipment. All equipment, accessories, remote controls, cables, knobs, switchers, meters, or cases are included in the client's equipment responsibility. satis&fy will not insure any client materials while in the possession of satis&fy or while in transit to and/or from satis&fy or any event venue, unless specified in a separate agreement. All such client materials delivered to satis&fy are accepted with the express understanding and condition that the client will carry the insurance it deems necessary to protect against all loss or damage from any cause whatsoever, including negligence, whether suffered while in satis&fy's possession or control, or otherwise. satis&fy disclaims any responsibility for such loss or damage while client materials are in satis&fy's custody or control, unless such loss or damage is caused by the negligence, act, or omission of satis&fy or its agents. The client assumes responsibility for the equipment at the time it is delivered to the location as detailed in the final, confirmed quote. The client revokes responsibility for the equipment when it has been safely returned to satis&fy.

26. THIRD-PARTY MATERIALS: Client shall be responsible for obtaining all necessary rights and licenses to any third-party software or other materials necessary in the provision of the services identified in the order form ("third-party licenses"). Satis&fy shall not be liable for any delays or modifications to the services or equipment provided hereunder due to client's failure to timely obtain the necessary third-party licenses or client's breach of applicable third-party agreements. All third-party software and materials are provided pursuant to the terms and conditions of the applicable third-party agreement. Client shall comply with all such third-party agreements and any material breach by client thereof will be deemed a material breach of this agreement.

27. WAIVER OF CONSEQUENTIAL DAMAGES: Client waives all claims against satis&fy for consequential damages arising out of or relating to these terms and conditions. This waiver includes damages incurred by the client for rental expenses, for losses of use, income, profit, financing, business, and reputation.