Engagement Agreement

CORPORATE EVENT PRODUCTION · THE WOODLANDS, TEXAS

Space City Pro Consulting LLC doing business as Space City Pro

Version 2026.09.22

This Agreement governs rentals and services between Company and Client. Once accepted, it governs later authorized work under Section 1, including when a later Order does not attach or reference it. Service-specific provisions apply to the work ordered.

Company: Space City Pro Consulting LLC, a Texas limited liability company doing business as Space City Pro, 4747 Research Forest Dr., Ste 180 #11, The Woodlands, Texas 77381, USA. Notice email: connect@spacecitypro.com.

CLIENT LEGAL NAME	ENTITY TYPE AND JURISDICTION OR INDIVIDUAL CAPACITY

BILLING ADDRESS AND DESIGNATED NOTICE ADDRESS

NOTICE EMAIL	TELEPHONE

CLIENT BUSINESS REPRESENTATIVE AND TITLE	ATTACHED ORDER NUMBER REVISION AND DATE

Acceptance. The undersigned accept this entire Agreement and any quotation or Order identified above and attached to this acceptance record. Client contracts as principal unless Company expressly accepts a different arrangement under Section 1.4. Each signer represents authority to bind the party identified.

PLEASE READ SECTION 2 ON DELEGATED CHANGE AUTHORITY; SECTIONS 8 AND 9 ON OWNERSHIP, CLIENT LICENSES AND PORTFOLIO USE; SECTIONS 12 AND 13 ON CANCELLATION AND FORCE MAJEURE; AND SECTIONS 15 THROUGH 18 ON INDEMNITY, LIABILITY LIMITS, GOVERNING LAW AND DISPUTES. SECTION 18 INCLUDES A JURY WAIVER AND INTERNATIONAL ARBITRATION.

CLIENT AUTHORIZED SIGNATURE

PRINTED NAME AND TITLE	DATE

COMPANY AUTHORIZED SIGNATURE

PRINTED NAME AND TITLE	DATE

The Effective Date is determined under Section 1.1. An authorized electronic acceptance of an Order expressly incorporating this version may also accept this Agreement under Section 1.1. For acceptance through an Order, Client and its notice details may be identified in that accepted Order. Each engagement requires an accepted Order under Section 2.

1 Application and continuing effect

1.1 Formation. This Agreement takes effect when both parties accept the identified version by signature or affirmative electronic acceptance. Client may also accept by paying an Order's stated deposit or authorizing Company to begin that Order after Company provides this Agreement, or access to a retainable copy, as the terms governing the Order. Company may accept by confirming the Order or starting the authorized work. The later party's acceptance establishes the Effective Date.

1.2 Continuing application. From the Effective Date, this Agreement governs every Order accepted between Company and Client, including rentals, event production, creative and content services, spatial planning, consulting, rigging, installation, remote support and authorized additions, whether or not later documents attach or reference it. Each Order retains the version in effect when accepted unless amended under Section 2.6. A replacement version applies to new Orders after both parties accept it, and to existing Orders only as expressly agreed.

1.3 Term. Either party may end this Agreement for future Orders on 30 days' written notice. Existing Orders, authorized changes and accrued obligations remain governed through completion and settlement. Neither party must order or accept additional work. Reinstatement after termination, or application to identified earlier work, requires both parties' written agreement.

1.4 Agencies and end clients. Client contracts as principal and remains responsible for payment and performance when ordering for an agency customer, sponsor, venue, affiliate or other beneficiary. Payment is not conditional on Client receiving funds from another person. Another entity becomes a contracting party only by its own authorized acceptance or a disclosed agency arrangement expressly accepted by Company and supported by authority to bind the named principal. End-client licenses are addressed in Section 8. Client must disclose applicable procurement and public-entity contracting restrictions before acceptance.

2 Orders and authorized changes

2.1 Orders. An "Order" is an engagement accepted by authorized representatives through a quotation, sales order, statement of work, email, text, approved platform or other legally effective communication, including an authorized oral request. It identifies the scope, price or pricing basis, material dates and delivery or return requirements. Equipment-rental Orders must identify the goods, quantities and rental period, with signed or authenticated electronic confirmation where required by law. Unless Company agrees otherwise in writing, its commitment of dates, equipment and personnel is conditional on acceptance of the Order and receipt of the required booking payment.

2.2 Scope and pricing. Only agreed work is included. An estimate is not a fixed price unless identified as such. Authorized additions without a fixed price use the Order's applicable rates, then rates furnished before authorization, then reasonable customary rates for comparable work. Company will disclose material known cost and schedule effects before proceeding where practicable. Company may decline unsafe, unlawful or unavailable work.

2.3 Client authority. Client's authorized business representative may approve Orders and changes and designate, orally or in writing, a project or site representative, including an employee, independent contractor or freelance technical producer. Client's designated project or site representative may approve related operational changes, including labor, overtime, rentals, expenses, purchases, substitutions and schedule adjustments, through the communications permitted in Section 2.4. Unless Client communicates a spending limit to Company, that representative may approve operational additions at disclosed prices, rates or pricing bases without a separate dollar cap. Client remains responsible for charges validly approved by its representative. New engagements require the business representative's approval. Authority changes and spending limits apply prospectively upon Company's receipt. Company may rely on this delegation notwithstanding undisclosed internal restrictions. A person's title, presence onsite or relationship with an agency, venue or vendor alone does not confer Client authority.

2.4 Company authority and confirmations. Company's designated producer, project manager or crew chief may approve operational changes within their authority. A Client representative's approval within the authority

granted under Section 2.3 is effective when communicated, including in person, by phone or radio, or by email, text or an approved platform. Company may accept an operational change by confirming it or starting the authorized work. Amendments to legal terms require authorized business representatives under Section 2.6. Company will promptly send Client a record of an oral approval identifying the requester, change, price basis and schedule effect. The confirmation records the approval; no later confirmation, signature or acknowledgment is a condition to the change unless law requires a signed or authenticated record. The parties will obtain any such required record and promptly identify disputed details. A technician's involvement alone does not confer authority to amend legal terms, waive charges or accept new engagements.

2.5 Protective action. Company may take reasonable immediate action to protect people or property when obtaining prior approval is impracticable, with prompt notice, documentation and reasonable cost mitigation. Client pays reasonable protective costs arising from circumstances allocated to Client; Company bears costs to the extent caused by its breach or negligence. Section 13 governs a qualifying force majeure event.

2.6 Document priority and amendments. This Agreement controls legal terms. An accepted Order controls its scope, price, dates, deliverables, payment schedule and commercial elections permitted here; an authorized operational change controls only the matters changed. Legal amendments, replacement versions and subject-specific riders require written acceptance by authorized business representatives of both parties and must expressly identify the provisions or subject amended. They control only to that extent. Client purchase-order, portal and preprinted terms are rejected unless accepted through this procedure. A pre-existing confidentiality or data agreement remains effective for its subject until expressly replaced.

3 Fees payment and expenses

3.1 Payment. Client pays the accepted prices, authorized additions and applicable taxes. Unless the Order provides otherwise, 50% of its estimated price is due on acceptance and the balance seven calendar days before the first dispatch, equipment release, shoot or onsite work, whichever occurs first. An Order accepted within that period is payable on acceptance. For entirely remote work with none of those milestones, the balance is invoiced at completion and due within 15 calendar days. Other invoices are due within 15 calendar days. Deposits are credited to the Order or the settlement under Sections 12 or 13. Taxes and approved changes may be reconciled after performance. Company may require approved credit terms or adequate payment security before accepting new work.

3.2 Labor. Unless stated otherwise, onsite labor has a 10-hour minimum per person per continuous shift. The base hourly rate is the quoted hourly rate or, for a quoted day rate, one tenth of that rate; hours 11 through 15 are billed at 1.5 times the base hourly rate and later hours at twice that rate. If this engagement's approved schedule requires a shift to begin fewer than 10 hours after the prior shift ends, that shift is billed at 1.5 times the applicable base rate; the higher applicable premium applies without multiplying premiums. Rehearsal, setup, strike and time booked personnel spend waiting for Client, its venue or its vendors count as working time at the applicable rates; Company will promptly notify Client of material waiting. Additional scope follows Section 2. Travel time is chargeable only if the Order provides for it. Offsite creative, consulting and engineering work uses its agreed hourly, milestone or fixed pricing, not this onsite minimum.

3.3 Expenses and taxes. Expenses included in a fixed price are not charged again. Additional travel, lodging, freight, parking, permits, special purchases and third-party services require the Order or authorized approval and are billed at documented cost plus a 15% coordination fee unless otherwise agreed. Before exceeding an approved expense budget by more than 10%, Company obtains approval under Section 2 from Client's representative acting within their authority, except for necessary protective action. Meals are charged by either approved per diem or actual expense, never both. Client pays applicable sales, use, rental, value-added and similar transaction taxes, excluding taxes on Company's net income, property or employment. Valid exemptions must be supplied before invoicing where practicable.

3.4 Disputes and late amounts. Client will promptly give an itemized notice of a good-faith invoice dispute and pay undisputed amounts when due. The parties will cooperate to resolve the disputed balance. Undisputed overdue principal bears simple interest from its due date until paid at 18% per year or the maximum rate permitted by applicable law, whichever is less, prorated for the actual period overdue. Client reimburses

Company's reasonable, documented external collection costs to the extent permitted by law; attorneys' fees and proceeding costs follow Section 18.4. A late-administration charge applies only if its amount and trigger are expressly agreed in the Order. Interest does not accrue on interest, administrative charges or collection charges. All amounts treated as interest, including any administrative charge so treated, count toward the applicable lawful limit; the interest or charge is reduced as necessary, and any excess is credited against unpaid principal or refunded. Client may not set off unrelated claims against an Order.

3.5 Card payments. Credit-card payments carry a surcharge of 3.5% of the amount paid before the surcharge, automatically reduced to any lower applicable cost-of-acceptance limit or maximum permitted by law, the card network or Company's payment processor. No surcharge applies to debit or prepaid cards or where prohibited. Company will disclose the applicable surcharge and total before payment and itemize the surcharge on the receipt. Client may avoid the surcharge through an available Company-approved bank-transfer or check option. Refunds include the corresponding surcharge to the extent required by applicable rules.

4 Performance and project responsibilities

4.1 Standard and coordination. Company will perform agreed services with reasonable professional skill and care and use suitably qualified personnel. It may use subcontractors and remains responsible for its contractual performance. Company controls its personnel and work methods, subject to lawful site coordination and safety requirements. Regulated professional services will be performed through legally authorized practitioners and arrangements. The parties are independent contractors; neither may bind the other except as expressly authorized.

4.2 Client cooperation. Client will provide accurate requirements, timely approvals, permitted site access, power and connectivity to agreed specifications, secure storage and reasonably needed information. Client obtains event, venue and audience permissions within its control and coordinates its other vendors. Each party obtains permits and qualifications legally assigned to it, with administrative tasks and costs allocated in the Order where appropriate. Client is responsible for its personnel, contractors, and event security and crowd management within its control. Company is responsible for its personnel and controlled work areas.

4.3 Dependencies. Client will promptly disclose hazards, access restrictions and changes to requirements. Company may reasonably rely on supplied information and will address apparent material discrepancies. Client-caused delay or inaccurate information may require authorized additional charges or a reasonable schedule adjustment, with Company explaining and mitigating the impact. Standby charges exclude delay caused by Company. Client will retain copies of its materials and final delivered files.

5 Planning rigging and safety

5.1 Scope and reliance. The Order identifies whether planning includes concept layouts, visualizations or regulated design. Concept work is for planning and presentation only. Technical plans are licensed for the stated project, site, configuration, loads and conditions; other use or modification requires appropriate permission and technical validation. Company remains responsible for the professional services expressly included in its scope.

5.2 Technical basis. Rigging and structures must be planned and installed by competent, appropriately qualified persons using manufacturer instructions, verified loads and support capacities, applicable system drawings and calculations, inspections and operating limits. Existing engineering and documented configurations may support a use they cover and that meets applicable requirements. Work outside that basis must await sufficient technical evaluation. Required engineering, certifications and seals will be obtained through appropriately authorized professionals before the affected work proceeds.

5.3 Approvals and allocation. Each party will comply with applicable law and each governmental or legally empowered authority having jurisdiction ("AHJ"). Applicable venue requirements apply in addition. Company will follow applicable manufacturer instructions and recognized safety standards relevant to its work, including applicable ANSI/ESTA standards, with material editions identified in the design basis. Client supplies reliable available venue and house-point information and approvals for structures it or the venue controls. Company evaluates and installs its furnished systems within scope and identifies missing information needed for safe use. The Order or production record will allocate required engineering, permits, inspections, operating/weather monitoring and authorization to use.

5.4 Stop and resume. Company may stop, decline, isolate or remove affected work upon a reasonable belief of unsafe conditions, exceeded limits, missing required approvals or unlawful instructions. Client may request a safety stop. The parties will promptly coordinate correction; authorized, appropriately qualified personnel must approve resumption. Costs are allocated by the underlying cause: Company bears costs to the extent caused by its breach or negligence; Client-caused conditions are handled under Sections 2, 3 and 12; qualifying external events are governed by Section 13.

5.5 Safety planning scope. Emergency action plans, egress and evacuation diagrams, safety workbooks, event risk assessments and similar safety-planning deliverables prepared for Client ("Safety Documents") are provided in a planning, consulting and advisory capacity within the Order's stated scope. The Order identifies included assessments, site verification, coordination, training and operational services. Preparing Safety Documents alone does not appoint Company as event organizer, overall safety officer, incident commander or emergency-response provider, or transfer responsibility for others' operations or continuous event monitoring to Company. Any such additional Company duties must be expressly included in the Order.

5.6 Independent review before use. Before operational use, Client must obtain documented review of the final Safety Documents and material revisions by an appropriately qualified third-party reviewer independent of their preparation, and obtain required venue and AHJ approvals. Review must cover the documents' intended use and material site-specific assumptions and address applicable requirements. The reviewer must hold any legally required professional authorization. Client arranges and pays for review unless the Order expressly includes Company arranging it; Company may engage a qualified independent reviewer as a subcontractor for that scope. Company remains responsible for its contracted selection, coordination and review services under Section 4.1. Client must ensure material safety findings are resolved before affected use, with Company addressing findings within its agreed scope. Independent review does not replace required professional services, seals, permits or AHJ approvals. Delivery, payment, acceptance, use or the Section 8 license does not satisfy this review requirement.

5.7 Implementation and emergency authority. Except for operational duties expressly included in Company's scope, Client arranges implementation by competent personnel, including distribution of current documents, personnel briefings and training, required drills, staffing and resources, emergency communications and monitoring. Client must identify the persons authorized to activate the plan, stop the event, order evacuation or sheltering, and authorize resumption, subject to emergency-services and AHJ authority. Spending or change authority under Section 2 alone does not confer emergency command authority. Each employer retains its applicable duties to its personnel, and Company's safety-stop rights remain effective.

5.8 Assumptions changes and responsibility. Safety Documents apply only to the identified event, site, dates, configuration, occupancy, activities and stated assumptions. Client must supply reliable available information and promptly disclose material changes; Company must address apparent material discrepancies within its scope. Affected documents require appropriate revision, independent review and required reapproval before further operational reliance. Necessary immediate protective action under Sections 2.5 and 5.4 need not await document revision. Company corrects its nonconforming work under Section 14; other revisions follow Section 2. Planning, review and approval do not guarantee an incident-free event or relieve either party of its agreed services, duties arising from work actually undertaken or control actually exercised, or nonwaivable legal duties. Liability remains governed by Sections 15 and 16.

6 Equipment rentals and custody

6.1 Ownership and permitted use. Rented, loaned and sub-rented equipment remains the property of Company or its supplier. Client receives only possession and permitted use for the agreed period and location. Client must use trained operators, follow instructions and protect equipment from theft, weather, contamination and unsuitable power. No sub-rental, unauthorized relocation, export, modification, encumbrance or repair is permitted without Company approval. Approved subcontract operation does not transfer Client's responsibilities. A separate express sale transfers title only as its terms provide.

6.2 Custody and risk. For equipment released to Client or its designated carrier, Client's custody begins at physical handover and includes loading, transit, storage, use and return. For Company-delivered equipment, it begins on delivery. In either case it ends when Company or its designated receiving agent physically receives the equipment at the agreed return location or collects it and assumes custody. Dispatch to an unauthorized location or unattended drop-off is not return. Company bears transit risk while it controls transport through its personnel or a carrier it selects, unless an Order expressly allocates that transit differently. Client is responsible for loss, theft and damage during its custody except ordinary wear, inherent defect, and loss to the extent caused by Company or its personnel's negligence, breach or willful misconduct. Company operation onsite does not release Client from otherwise applicable third-party damage or agreed security duties.

6.3 Condition and claims. The parties will reasonably cooperate in recording inventory, accessories, condition and agreed replacement values at handover and return. Client will promptly report apparent shortage or malfunction and stop unsafe use. Company will give an itemized damage or shortage notice promptly after inspection or discovery and provide reasonable inspection access and repair or replacement evidence, subject to urgent restoration needs. Physical receipt does not waive claims for loss or damage during Client's responsibility period.

6.4 Valuation. For loss or damage under Section 6.2, Client pays reasonable repair and testing costs, capped at replacement cost. If equipment is lost or cannot economically be restored to safe rentable condition, Client pays replacement cost determined below. A disclosed agreed replacement value controls if reasonable; otherwise use actual documented cost of a reasonably available equivalent, crediting salvage and avoiding an unwarranted upgrade. A matched set may be replaced only to the minimum reasonably necessary when matching parts cannot reasonably be obtained, with residual-value credit. Client also pays substantiated loss of rental income during a reasonable repair or replacement period, limited to the item's agreed daily rate for 30 days and reduced by avoided costs, substitute rentals and mitigation. If no daily rate is stated, the reasonable prorated equipment-only daily charge for that item under the Order applies. No overlapping rental period or loss is charged twice. All insurance and third-party recoveries for the same loss are credited, with reasonable recovery costs accounted for once.

6.5 Returns and recovery. Extensions require approval and are subject to availability. Late return is charged at the Order's extension rate or, if none, its daily rental rate for each additional day or part day; if neither is stated, use the reasonable prorated equipment-only daily charge under the Order. Approved recovery costs may be added without duplication. No late-return charge applies for a collection delay caused by Company when Client has made the equipment accessible as agreed. Company may recover its property by lawful means after the right to possession ends. Client will provide reasonable access it has authority to grant; no forcible entry, breach of peace or access beyond lawful authority is permitted. Client must promptly report theft and cooperate with appropriate police and insurance reports.

6.6 Damage waiver. This Section applies in full unless both parties accept a written Damage Waiver Rider identifying the equipment, fee, deductible, coverage, exclusions, term and territory. Acceptance must precede release or expressly state the rider's later prospective effect. The rider modifies only the equipment-property obligations it identifies; all other insurance and liability requirements remain in effect.

7 Content production and delivery

7.1 Deliverables. The Order identifies agreed final deliverables, format, schedule and included revision rounds. Unless stated otherwise, a fixed-price creative deliverable includes one consolidated reasonable revision round consistent with the original brief. Changed concepts, added outputs, reshoots not caused by Company, and additional rounds are billable only as authorized changes. Raw footage, outtakes, editable project files, working files, software, tools and unused concepts are excluded from delivery unless expressly listed.

7.2 Review and acceptance. Client will provide consolidated feedback within five business days after review delivery or another agreed deadline. Final deliverables are accepted upon written approval, authorized public use, or 10 business days after delivery identified as final unless Client gives written notice of a material departure from agreed specifications within that period. Requests beyond the brief are changes. Company will correct substantiated nonconformity under Section 14, including latent defects notwithstanding acceptance. Client delays reasonably extend dependent dates; a fixed publication deadline requires express agreement.

7.3 Live and remote services. Client supplies required network access, accounts and locally controlled equipment unless included in the Order. The Order defines included testing, redundancy, recording, backup and platform responsibilities. Company will exercise reasonable professional care, including in its configuration and monitoring, but does not warrant uninterrupted networks or platforms outside its control. Archiving and disaster recovery require an express Order commitment.

7.4 Retention. Company will keep delivered final files reasonably available for retrieval for 90 days after delivery unless otherwise agreed, and may thereafter delete them, subject to legal preservation and Section 10. Raw and working files have no promised archive period. Approved storage beyond that period may be charged. Company may retain permitted portfolio copies and records necessary for legal, accounting and evidentiary purposes under Sections 9 and 10.

8 Ownership and client licenses

8.1 Company work product. As between the parties, Company retains all right, title and interest in its pre-existing materials and all original work product it creates for an engagement, including photographs, recordings, edits, designs, plans, drawings, concepts, methods, templates and source files ("Company Work"). Company Work is not a work made for hire for Client. To the extent an ownership interest in Company Work nevertheless vests in Client, Client hereby assigns that interest to Company, excluding Client Materials and third-party rights. Company will obtain written rights from its personnel and creators sufficient to support its ownership and the licenses it grants. Delivery, payment or possession of a file does not transfer ownership. A transfer or exclusive license requires a separate signed amendment expressly identifying the rights transferred.

8.2 Client and third-party materials. Client retains its existing rights in materials it supplies or separately owns ("Client Materials"), including trademarks, presentations and existing content. Client licenses Company and its service providers to use those materials to perform and to exercise Section 9's portfolio rights. Third-party assets remain subject to their owners' rights. Each party must disclose material third-party restrictions before incorporation and obtain approval for restrictions inconsistent with the agreed use.

8.3 Final content license. Upon full payment of the fees allocated in the Order to the applicable final deliverables, or the Order's fees if not separately allocated, Company grants Client a nonexclusive, worldwide, perpetual, fully paid license to reproduce, display, perform, distribute, publish and reasonably edit those final photographs, videos, audio, graphics and other content expressly delivered for ongoing use. The license includes Client's business, editorial, internal, training, website, social-media and paid-advertising uses, subject to the Order's stated usage limitations and disclosed third-party rights. Client may permit its service providers to use the content solely on its behalf, and may grant equivalent nonexclusive use rights to the end client identified in the Order. Client remains responsible for its authorized users. The license does not permit standalone stock licensing, asset resale, sublicensing to unrelated customers, or machine-learning training without written permission. Ordinary distribution through platforms is permitted subject to their necessary hosting and distribution rights.

8.4 Project technical license. For plans, layouts, technical drawings, system files and other work delivered for execution of a particular engagement, Client receives permission for the agreed project at the stated site and conditions, including necessary use by the venue, contractors and AHJ. That permission becomes paid-up when the applicable fees are paid; it does not authorize reuse on another project, unvalidated technical alterations or access to excluded source material. General consulting reports expressly delivered for continuing internal use may be retained and used internally for their stated purpose. Necessary submission and record-retention rights remain subject to law and professional requirements.

8.5 Before payment and misuse. Before payment Client may use review copies internally for approval and materials Company expressly releases for the contracted event for that event. Broader use requires permission. A paid-up license survives termination and unrelated payment disputes, subject to Section 15.2. Company may seek relief for unauthorized use, subject to Section 18. Client must not falsely attribute altered work to Company and retains rights in its own additions without acquiring underlying Company Work.

9 Portfolio publicity and case studies

9.1 Portfolio license. Subject to Sections 9 and 10, Client grants Company a perpetual, irrevocable, nonexclusive, worldwide, royalty-free license to document its work and publish reasonable excerpts, final content, behind-the-scenes images and accurate descriptions in Company's portfolio, case studies, website, social channels, proposals, presentations, awards, reels and advertising. This license includes Client's name, logo and relevant Client Materials, and named end-client branding to the extent Client is authorized to license it. Client warrants that authority and must disclose limitations before use. Company may exercise these rights through service providers, at its cost without materially interfering with the engagement. No further approval or payment is required for compliant use. Branding goodwill remains with its owner; unrelated endorsements and stock sale of Client Materials are excluded.

9.2 Confidentiality and embargoes. Publication must protect confidential business information, private presentations, credentials, personal contact information and other protected material. Company may publish after Client publicly releases the relevant work or, for nonconfidential material, after the event or project is complete, provided publication does not reveal an undisclosed project. Client will identify embargoes, restricted areas and confidential elements before capture where practicable. An express confidentiality commitment controls a conflict with this license. Other publicity restrictions or approval requirements require express agreement in the Order or an amendment under Section 2.6.

9.3 Clearances. Each party will obtain the permissions required for the talent, assets and locations it supplies or engages for its allocated uses. Client will arrange required event notices and permissions within its control and disclose restrictions. Company will publish promotional material only with sufficient copyright, privacy, publicity and other rights for that use, including any required individual consent. Company may edit or omit restricted material.

9.4 Corrections. Upon specific notice of a credible confidentiality, privacy, ownership or misleading-attribution concern, Company will promptly investigate and, where reasonably necessary, suspend the affected use during review. Confirmed improper uses will be removed or corrected on channels Company controls. Company will take legally required steps concerning other copies. Compliant uses remain authorized, including previously distributed materials, subject to applicable law.

10 Confidentiality and personal information

10.1 Mutual protection. Each party will protect nonpublic information disclosed for an engagement that is marked confidential or reasonably understood to be confidential, use it only for agreed performance and permitted purposes, and disclose it only to personnel, contractors and advisers with a need to know and appropriate duties of protection. At least reasonable care is required. These duties exclude information independently developed, lawfully obtained without restriction, already lawfully known, or publicly available without breach. Required legal disclosures are permitted with lawful advance notice and reasonable assistance seeking protection. Duties last three years after disclosure, and for trade secrets as long as legally protected; personal information remains protected as applicable law requires.

10.2 Return and security. Upon reasonable request, each party will return or securely delete the other's confidential information no longer needed, except required records, protected backups and material retained under a valid continuing license. Retained information remains protected and may be used only for the permitted retention purpose. The parties will use appropriate administrative, technical and physical safeguards, restrict credentials and cooperate on incidents affecting shared information. Each party will notify the other without undue delay after becoming aware of unauthorized access, disclosure, loss or compromise affecting the other's personal or confidential information, provide available information and updates, and cooperate in the required response.

10.3 Data roles. Each party is responsible for personal information it processes for its own purposes. Before Company processes personal information on Client's instructions as a processor or service provider, the parties will execute any required processing addendum and international-transfer terms addressing roles, purposes, instructions, security and subcontracting. Company may defer affected processing until those requirements are met while performing unaffected work. Personal data may not be used to train general-purpose AI models without separate lawful authorization.

11 Insurance

11.1 Required coverage. For onsite event work, each party will maintain commercial general liability of at least $1,000,000 per occurrence and $2,000,000 aggregate, or an expressly accepted local equivalent, covering its actual activities and territory. Each party maintains automobile, workers' compensation and employer coverage as legally required for its operations or expressly agreed in the Order. The Order may adjust lawful limits for the actual scope. Client renting equipment without Company operators must maintain equipment-property coverage at applicable replacement values for its entire custody, including transit and authorized foreign locations, naming Company and relevant owners as loss payees as their interests appear, or obtain an expressly accepted written alternative. Remote-only creative or consulting Orders do not automatically require Client to purchase event liability insurance.

11.2 Evidence and endorsements. Each party will provide evidence of required coverage on reasonable request and before relevant release or onsite work. A party expressly agreeing to additional-insured status, primary/noncontributory coverage or insurer waiver of subrogation must obtain and evidence the corresponding policy terms or endorsements to the extent legally permitted. Certificates do not modify policy coverage. Additional Company coverage requires advance agreement on availability, limits and cost. Insurance requirements do not alter contractual responsibility or liability limits. Failure to demand evidence does not waive the requirement. Company may withhold affected release for a material unresolved deficiency under Section 12.3.

12 Cancellation postponement and breach

12.1 Client cancellation. Client may cancel all or part of an Order by written notice. Unless an accepted Order contains a specifically negotiated lawful cancellation schedule replacing this formula, Client owes: (a) agreed charges for conforming work performed and resources actually used for the canceled scope; (b) reasonable documented nonrecoverable commitments and necessary wind-down costs for that scope, excluding amounts included in (a); and (c) reasonably substantiated net contribution lost on the unperformed canceled work, including reasonable contribution to fixed overhead, to the extent Company could not reasonably avoid that loss by releasing or redeploying reserved resources. Net contribution equals the agreed price of that unperformed scope less its avoided performance costs and costs separately recovered under (b). Company will mitigate and credit supplier refunds, recoveries and net contribution from replacement work that actually offsets the canceled reservation; unrelated work it could have performed in addition is not a replacement credit. No deduction or loss is counted twice. The settlement cannot exceed the agreed price of the canceled scope, except separately authorized work or protective costs expressly outside that price; taxes apply only as law requires. Deposits and prior payments are credited. An alternative schedule must state its treatment of earned work and commitments and cannot yield duplicate recovery.

12.2 Accounting and postponement. Company will provide a supported preliminary settlement within 15 days of cancellation and refund any undisputed excess within 30 days. It may retain a reasonable documented reserve for identified unresolved costs or replacement credits, update material changes promptly, and finalize within 30 days after the original completion date, or cancellation date if none, unless an identified third-party dispute remains unresolved. A continuing reserve must be explained and reviewed at least monthly; each excess is refunded within 15 days after ascertainment. Client pays an undisputed shortfall within 15 days of invoice. Records need only reasonably support the claim; unrelated confidential information may be redacted. A postponement requires Company approval of replacement dates, availability, revised pricing and treatment of existing commitments. Without that agreement, released dates are canceled under Section 12.1. Amounts credited to rescheduled work cannot also be retained for the same loss. A later cancellation is assessed against the then-agreed work and actual loss, with prior charges for the same loss credited.

12.3 Suspension and termination for breach. Company may withhold booking, dispatch or delivery while an agreed advance payment or material release condition remains unmet. Either party may terminate affected work for material breach after written notice and 10 days to cure, or a shorter reasonable period stated in the notice when the performance schedule makes 10 days impracticable. Immediate suspension is permitted for unsafe or unlawful conditions or a material breach making continued performance unreasonable, with prompt notice and an available reasonable cure opportunity. Company may suspend affected work for undisputed overdue amounts after reasonable warning. A good-faith invoice dispute does not justify suspending unrelated paid work. Termination for Client's uncured breach is settled under Section 12.1.

12.4 Company breach. If Client terminates for Company's uncured material breach, Client pays for conforming work of usable value already provided and authorized unavoidable costs not caused by that breach. Company refunds other unearned amounts under Section 12.2's accounting and refund deadlines, using termination as the accounting trigger. Client's other remedies remain subject to Sections 14 through 16.

13 Force majeure and external interruption

13.1 Qualifying events. Neither party is liable for failure to perform to the extent prevented by an event beyond its reasonable control that reasonable precautions could not avoid, such as severe weather, disaster, war, government restriction or external utility failure. Lack of funds, poor attendance, ordinary seasonal conditions within the planned operating basis, and avoidable staffing or equipment failures are not qualifying events. A supplier failure qualifies only if caused by a qualifying event and reasonable alternatives are unavailable. The affected party must promptly notify the other, mitigate and resume feasible performance.

13.2 Performance window and settlement. Either party may terminate affected work by notice if a qualifying event prevents safe lawful performance within its material agreed window, or after 30 days of prevention for ongoing services without a fixed window. Client pays conforming work performed, agreed minimum labor calls for personnel deployed, reasonable documented unavoidable personnel and third-party commitments not already included, and necessary protective or demobilization costs, net of avoided costs and recoveries. Section 12.1(c) does not apply to prevented unperformed work. Prepaid amounts are reconciled against this settlement. Section 12.2's accounting, reserve and refund deadlines apply, using termination as the trigger and the original completion date or, if none, termination date as the final-accounting reference. Client may elect a documented rescheduling credit instead of a refund. Partial performance and authorized standby are charged only once under the agreed rates and applicable minimums. Conditions caused by a party's breach or negligence remain allocated under Sections 5 and 12.

14 Service warranty and correction

14.1 Express commitments. Company warrants reasonable professional skill and care and that equipment it supplies is in safe working order for its disclosed intended use at handover. Client must promptly report defects and allow a practical opportunity to inspect and correct. Company will, at its cost, timely correct, repair, replace or reperform materially nonconforming work within its control. If timely cure is impracticable, including after a one-time event, Company will refund or reduce the fees attributable to the affected unusable portion. These remedies do not eliminate indemnity obligations, nonwaivable rights or claims allowed under Section 16.

14.2 Other warranties. EXCEPT FOR EXPRESS COMMITMENTS IN THIS AGREEMENT OR AN ORDER AND RIGHTS THAT CANNOT LAWFULLY BE EXCLUDED, COMPANY DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. Section 15.2's rights warranty and remedy remain effective. Company does not guarantee commercial results, audience response, third-party platform availability or AHJ approval and remains subject to the agreed standard of care.

15 Third party claims and indemnity

15.1 Fault-based indemnity. Each party will indemnify the other and its officers, employees and authorized personnel against third-party claims for bodily injury, death or tangible property damage to the extent caused by the indemnifying party's negligence, willful misconduct or breach of its safety or custody obligations, including those of persons for whose conduct it is legally responsible. NO PARTY MUST DEFEND OR INDEMNIFY ANOTHER FOR THAT OTHER PARTY'S OWN FAULT, LEGAL VIOLATION OR BREACH, OR THAT OF PERSONS FOR WHOM THE OTHER IS LEGALLY RESPONSIBLE. Duties are several and proportionate to responsibility. Equipment claims between the parties are governed by Section 6. All defense, indemnity and additional-insured obligations are limited by applicable anti-indemnity law, including rules for construction and professional services where applicable.

15.2 Materials and rights. Each party warrants it has rights sufficient for the materials and permissions it supplies. Each will indemnify the other against third-party copyright, trademark, privacy or publicity claims to the extent caused by its breach of that warranty or its unauthorized use or disclosure of the other's protected material. Company is not responsible for Client Materials, Client-mandated infringing features that Company warned against, or unapproved modifications or combinations to the extent they cause the claim; Client is not responsible for Company's independent promotional publication beyond granted rights. For infringing Company Work, Company may procure continued rights or supply a materially equivalent noninfringing replacement; if neither is reasonably possible, it may terminate the affected license and refund its attributable fees, subject to accrued indemnity duties. Each party must mitigate after notice of a credible rights restriction.

15.3 Defense procedure. The protected party must give prompt notice; delay reduces protection only to the extent of material prejudice. The responsible party may control a covered defense with qualified counsel reasonably acceptable to the protected party, subject to applicable insurer rights, conflicts and law. It must pay reasonable defense costs attributable to its covered responsibility under Sections 15.1 or 15.2 as incurred; mixed claims are allocated reasonably and reconciled when responsibility is established, without requiring defense of the other party's own fault. If it fails to undertake a covered defense promptly, the protected party may defend and recover reasonable covered costs. No settlement may impose an admission, nonmonetary obligation, payment by the protected party or unreleased liability without that party's reasonable written consent. The protected party may participate at its cost; reasonably necessary separate counsel for a material conflict is a covered cost to the extent attributable to covered claims.

16 Allocation and limits of liability

16.1 Excluded damages. TO THE EXTENT PERMITTED BY LAW, NEITHER PARTY IS LIABLE TO THE OTHER FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR LOST SPONSORSHIP, ATTENDANCE, REPUTATION OR PROFITS, ARISING FROM AN ENGAGEMENT, EVEN IF ADVISED OF THE POSSIBILITY. This exclusion does not eliminate agreed fees, the expressly recoverable cancellation settlement or equipment loss-of-rental amounts, sums payable to third parties under Section 15, reasonable direct response costs for a confidentiality or data-security breach, or liability excluded from limitation by Section 16.3.

16.2 Monetary caps. EACH PARTY'S AGGREGATE MONETARY LIABILITY ARISING FROM AN ORDER IS LIMITED TO THE FEES PAID OR PAYABLE FOR THAT ORDER, EXCLUDING TAXES AND REFUNDABLE SECURITY DEPOSITS. For confidentiality or personal-information breaches and the rights obligations in Section 15.2, the aggregate cap is twice those fees. Ordinary claims remain subject to the ordinary cap and do not increase it by being combined with higher-cap claims. The combined recovery of capped claims cannot exceed the higher applicable cap; caps are not cumulative. A claim involving multiple Orders uses only the total fees of the Orders materially giving rise to that claim. If no Order can reasonably be identified, the basis is fees paid or payable between the parties in

the 12 months preceding the event giving rise to the claim, with a $10,000 minimum basis. **These limits include defense costs recoverable under this Agreement and apply across legal theories, including contract, negligence and strict liability.**

16.3 Exceptions. Neither the damages exclusion nor the caps limit Client's proper payment obligations or equipment responsibility under Section 6; either party's fraud, gross negligence or willful misconduct; liability for bodily injury, death or physical damage to tangible property to the extent caused by its negligence; or liability that applicable law prohibits limiting. Confidential information and electronic data are not tangible property for this allocation. A refund of unearned prepaid fees is required independently of the damages cap and is credited against damages for the same loss. Insurance limits do not independently enlarge or reduce liability. Except for these express exceptions, all Section 15 obligations, including defense costs, are subject to Section 16.2; Section 15.2 obligations use its higher cap.

16.4 Basis and equitable relief. These allocations form part of the agreed pricing and apply to the extent enforceable even if a remedy fails its essential purpose. Either party may seek available equitable relief for misuse of property, confidential information or intellectual property, subject to Section 18. A person asserting rights under this Agreement or through a party takes those rights subject to applicable defenses and limitations to the extent permitted by law.

17 International engagements

17.1 Local requirements. These terms govern foreign onsite and cross-border remote work, subject to mandatory local law. Before affected work or shipment, the parties will identify the countries, local operators, regulated design responsibilities, AHJ approvals, personnel permissions, tax and customs arrangements, territorial insurance and required local or data addenda. Client coordinates event and venue approvals within its control; Company is responsible for lawful engagement and required qualifications of its personnel and subcontractors. Company's role is limited to the agreed scope; remote support includes local installation or event operation only if expressly agreed.

17.2 Currency customs and withholding. Prices are in U.S. dollars unless stated otherwise. The Order will identify the importer/exporter of record, customs broker, temporary-admission responsibilities and return deadlines before shipment. Client pays approved duties and clearance costs allocated to it, excluding costs caused by Company's breach. Required withholding may be deducted and timely remitted with official evidence; the parties will cooperate on lawful treaty relief. A tax gross-up requires express agreement. Client bears its payment and exchange charges, excluding Company's receiving-bank charges unless agreed otherwise. New compliance costs require an authorized change; prevention caused by a qualifying event is governed by Section 13.

18 Disputes notices and general terms

18.1 Law and discussion. Texas law governs, excluding conflict rules, subject to nonwaivable law. The United Nations Convention on Contracts for the International Sale of Goods does not apply. Representatives with settlement authority will attempt resolution for 15 business days after written dispute notice. Either party may meanwhile seek urgent relief or file as needed to preserve a claim or limitation period.

18.2 Domestic disputes. Unless Section 18.3 applies or mandatory law requires otherwise, proceedings will be brought in the state courts in Montgomery County, Texas, to the extent venue is permitted there by applicable law, or, if federal subject-matter jurisdiction exists, the United States District Court for the Southern District of Texas, Houston Division. If Texas venue law requires a different county, proceedings must be in a Texas court of competent jurisdiction and proper venue. Each party consents to personal jurisdiction and lawful venue as provided here. **EITHER PARTY KNOWINGLY AND VOLUNTARILY WAIVES TRIAL BY JURY FOR A DISPUTE ARISING FROM THIS AGREEMENT TO THE FULLEST EXTENT PERMITTED BY LAW.**

18.3 International arbitration. An Order is international for dispute purposes only if Client is organized or principally based outside the United States, Company's personnel or subcontractors physically perform material work abroad, or the Order expressly elects international treatment. Disputes arising from an international Order,

including its formation, validity or termination, will be finally resolved by the International Centre for Dispute Resolution under its International Arbitration Rules, by one arbitrator seated in Houston, Texas, in English. The Federal Arbitration Act governs the arbitration agreement. Remote hearings and applicable expedited procedures may be used. Courts of competent jurisdiction may grant interim relief, compel arbitration, and recognize or enforce an award without waiving arbitration. Mandatory local forums and nonarbitrable claims are preserved. A dispute materially spanning domestic and international Orders between these parties follows this paragraph to the extent law permits.

18.4 Costs and notices. The substantially prevailing party in a proceeding may recover reasonable attorneys' fees and costs, as determined by the court or arbitrator and subject to mandatory law, without duplicate recovery of indemnity defense costs. Formal notices, including cancellation, breach, termination and disputes, go to Company's notice address or email stated on the cover of this Agreement and Client's notice address or email designated on the completed cover of this Agreement or expressly designated in an accepted Order or separate acceptance record, as updated by written notice. A later accepted Order expressly designating new Client notice details is such an update; merely changing an operational contact does not update formal notice details. Notice is effective on actual delivery by hand or tracked courier, or when an email enters the designated receiving system in accessible form without a failure notice, shown by reliable transmission or receipt records. Cancellation is measured by actual receipt, including weekends. Other response periods start the next business day. "Business day" means Monday through Friday excluding U.S. federal holidays, measured in the America/Chicago time zone. Operational emails and texts may use designated project contacts under Section 2 but do not substitute for formal notice unless acknowledged by the notice recipient.

18.5 Assignment and electronic records. Neither party may assign this Agreement or an Order without the other's consent, not unreasonably withheld, except to a successor in a merger or sale of substantially all relevant business assets that assumes the obligations without materially impairing performance or payment. Assignment does not release accrued liability without consent. Electronic signatures, records and counterparts are permitted; the parties will retain accessible acceptance and Order records. The English version controls translations to the extent law permits.

18.6 Entire agreement and survival. This Agreement and documents accepted under Section 2 constitute the entire agreement for their subject, subject to the preserved agreements in Section 2.6. Failure to enforce a term does not waive future enforcement. Payment, equipment claims, ownership and licenses, publicity, confidentiality, indemnity, liability allocations and dispute terms survive as their purposes require. Mandatory rights and obligations remain effective. Except for the persons expressly protected under Section 15, there are no third-party beneficiaries.

18.7 Severability and lawful construction. If a provision of this Agreement or an Order, or its application to a person or circumstance, is held invalid, illegal or unenforceable, the parties intend that a court or arbitrator with authority over the dispute construe, narrow or modify it, only as permitted by law and to the minimum extent necessary to give effect as closely as possible to their original lawful intent. If that cannot lawfully be done, the affected provision or application will be severed to the extent permitted by law. The remaining provisions and unaffected applications remain effective to the fullest extent permitted by law.