

Appendix A: General Service Notes

The Parties hereto hereby acknowledge that the following additional terms and conditions are incorporated in and make a part of the Contract between the parties hereto.

Staffing: Staff is subject to change and any specific person is not guaranteed, even if requested, planned, discussed, or assumed. The number of on-site Staff may change as decided by Company.

COI: All Certificate of Insurance (COI) requests must be made at least 7 days before Service Set Up Date. Any upgrades or modifications to Company's general insurance to meet Host's requirements will be subject to additional fee. Company will assume Host's approval if such requirements are made part of a rider, amendment, or addendum.

General Rules: Host shall uphold and enforce all rules. Company reserves the right to declare Breach and/or expel Guests from the Service Location for any of the following if not otherwise stated herein: risk or damaged Property including by way of third-party services; Guests or Staff feel or are threatened, disrespected, at risk of bodily injury, or suffered a bodily injury; a breach of barriers; misuse of Property; incompetent Host or Guests; illegal activities (drug use, juvenile intoxication); drone use near or at Service Location; Company's Property has been touched by non-Staff.

Weather Procedure: [a] If Company's Property could be harmed by weather and Company believes, no proof needed, such weather during on-site Service is imminent or forthcoming, regardless of severity, then certain aspects of Service or all of Service may be adjusted by Company, such as but not limited to: reducing or omitting Service(s); turning off and covering some or all Property; and/or striking or not setting up some or all Property. To avoid these actions, it is expressly agreed that Host shall always provide adequate sheltering and protection for Company and its Property, regardless of Company's requirements or Service's planned location(s). No financial, including refund, credit, deduction, or reimbursement, or Service Timing adjustments will be made by these actions. A Backup Plan shall be activated if Host prefers other action(s), which likely has additional charges. [b] Host shall provide Company with a severe weather evacuation plan for Guests and provide Company with weather updates during Service. Host shall solely be responsible for the safety of Guests.

Service Stop or Delay: In the event of a suspected or known emergency, either Party may pause Service up to End time, without extending Service Timing, unless it's Strike Timing, and without financial adjustments, including refund, credit, deduction, or reimbursement.

In-House Service Changes: In the event Service, including the equipment, offered under Appendix A of this Contract becomes no longer offered or possible, Company will provide a similar Service equal to that of originally purchased with notification to Host or post such Company-wide update to Company's site, as determined by Company.

POC Change: If a Point of Contact (POC) information changes, including but not limited to: name, organization name, position, phone number, email, and/or address, Host must notify Company immediately.

Online Account, Online Services: A planning account may be provided to the first/primary point of contact, and possibly others as a limited planner, as deemed by Company and/or Host. Host's Online Account shall be the single source of truth for all planning details not written herein. By using Online Service(s), each party agree to Company's Terms of Service and Privacy Policies available on Company's website.

Communication Consent / Opt-In: Host grants unlimited permission to contact them and their POCs, vendors, contractors, location(s), and Guests, through all available public and private channels, at Host's sole expense with both relevant and pertinent information regarding Service. All communications are susceptible to Company's Privacy Policy and Terms of Use, available on Company's website.

Suspected Abandonment: Contact Actions are Company-to-Host attempted connects over available contact channels such as a call, SMS/text, mailed letter, and/or email message. If Host fails to respond within 21 days of the first Contact Action, with at least a total of 5 Contact Actions, Company may terminate Service as if Host Cancelled Service on the day of the first Contact Action. It is strictly agreed that Host is liable for all Cancellation costs.

Third-Party Contractors/Vendors: Should Host hire or purchase any trusted vendors or contractors from Company, whether known to Host or unknown to Host, Company shall not be held accountable or responsible for any dissatisfaction, quality, or liability of their services or goods.

Service Compliancy: Some equipment and/or services such as but not limited to lasers, sparks, generators, rigging, and pyrotechnics may be offered or purchased under Service but may recently have been found or suspected by Company or Host to require additional training, permits, labor, insurance, certification, and/or other requirements in order commence or continue. Laws can change when a Contract is activated but not fully fulfilled. It is understood that Company may either offer the commencement of such equipment and/or services with an additional billable amount to Host or subtract and/or halt such equipment and/or services from Service without liability and only bill Host for the Expenses incurred by the equipment and/or services taken place or will have to take place. It is additionally understood that Company shall not be liable or required to offer a refund, credit, reimbursement, or similar in the event equipment and/or services are prohibited to commence or continue due to applicable enforcement such as but not limited to a fire marshal or location engineer.

Music Service: If music is included in Service, all music played is at Company's discretion. No music, song, or track is guaranteed to play. Background music, as decided by Company, may be auto played. Company does not guarantee the absence of profanity, even upon request.

Laser Service: Host permits Company to cordon unsafe areas, as deemed by Company. Company is not responsible for enforcing these restricted areas. Host shall provide an adequate way to cordon off areas and keep them secure. Company will not use lasers when not enclosed / outdoors unless a separate service stating FAA notification was purchased. Lasers will not be used in less than 40-degree temperatures. Fog/haze is required for lasers and if omitted, so are lasers (for safety). Laser service can be terminated by Company or a government official, without liability, per safety.

Signage: Company may communicate details to Host and Guests via signage displaying Service contents, useful information, social media, rules, and a disclaimer for personal property damage, injury, and/or illness at Service Location(s). The amount of time signage is displayed shall not be limited nor shall it be obstructed, defaced, or relocated.

Host Demands: Any provision in any other contract, specifications, contract riders, touring riders, attachments, exhibits or other documents attached thereto or submitted therewith that demands ADA, security, insurance, or other compliancy or demands shall be stricken, unless otherwise purchased from Company in writing.

Material Distribution: [a] Crowd engager Materials, such as beach balls, may be thrown out to the audience at a time decided by Company. Crowd engager Materials may cease from being used if they are being misused, as decided by Company. [b] Some Materials will be the responsibility for Host to distribute, as decided by Company.

Barriers: Company will decide to use barriers and their type on an as needed basis, even if included in Service, company shall not be liable or penalized.

Location Area(s): Host shall provide equipment storage space to Company if they wish empty cases / Property to be out of sight but is not a requirement of Company to use unless written herein. Company may use Areas at Service Location not listed on Contract at will. Company may also downsize, cordon, and restructure Area(s) for the safety of Guests, Staff, and Property with Service.

ADDITIONALLY, FOR ANY OPERATION GLOW SERVICE

Extended Rules and Regulations: Unless otherwise approved by Company in writing: Operation Glow will 100% headline; Host's event will not have/be ticket sales, open to the general public, or promoted to the general public. Host's event will not have third-party giveaways, Materials, Effects, lighting, and accessories unless otherwise approved or required by Company.

Delayed Start: For non-virtual Service, a delay up to fifteen (15) minutes may occur but will still end at the Service End Time.

Control of Sound Pressure Levels (SPL): FOH (Front of House) SPL may be decided by Host but will not be decreased passed 110 db, if system capabilities allow, at the Mix Position (MP) with MP being three-fourths the length of Audience Area and balanced without a low-end cut or suppression, or increased passed system capabilities or FOH engineer approvals. Host has no access and no submission to system processing.

General Clean Up: Certain Effects such as confetti/streamers and bubbles, and some Materials will not be cleaned by Company. Company expects Host to clean up and disinfect from all bodily fluids and solids, even if on Company's protection. Unless Ambassadors are required in Contract, Company will clean up from Physical Effects and Indoor Protection(s), not Special Effects or anything else, from Service Location's Space as described: For indoor Service, the Audience Area will be cleaned from Physical Effects created by Company via protection disposal (see requirements if applicable) then possible mopping if necessary. Company does not clean outside the Audience Area, third party debris or garbage, or outside Company-made boundaries unless otherwise mentioned in Contract. For outdoor Services, including those in a tent, have an overhead structure, and/or those in which Company is exposed to the outdoors, Company will leave all Effects to be cleaned or degraded naturally. Company will make reasonable effort to clean the tent and/or stage.

Indoor Protection: If the Host purchases an indoor protectant from Company such as wall protection, floor protection, and/or floor grip, Company will do its best to safeguard the Space with the materials purchased, in the size purchased. Part thereof will be used in the Production Area. Host may walk the venue and point out any foreseeable issues 60 minutes before the Start Time and Company will provide reasonable effort in fixing the issue(s) using the materials purchased. Company does not guarantee indoor protection as a full-proof line of defense from Effects. Company does not protect anything more than 10ft high, the ceiling, or anything overhead. The location will be covered up to the amount of surface area purchased and only within Space (no hallways, pathways, outside Service Company-made boundaries, etc.).

OG Rules: 1. DO NOT ENTER IF (for safety reasons): you have epilepsy and/or other light sensitivity conditions; you possess personal property that you do not want at great risk of damage, theft, and/or loss - we are not responsible damage, theft, or loss and shall not be held liable; you have electronic devices such as a cell phone, music player, and/or smart watch; you are pregnant; you have asthma or respiratory issues; you recently underwent surgery; you have a heart condition; you have a contagious disease; infectious conditions such as colds, fever, ringworm, foot infections, skin lesions, boils, diarrhea, vomiting, inflamed eyes, ear discharges; any other condition that has the appearance of being infectious; you have excessive sunburn, abrasions that have not healed, corn plasters; you have allergies or skin disorders; you have adhesive tape, rubber bandages, or other bandages of any kind; you are not wearing shoes and clothes; you are wearing jewelry; you have glass; you are under the influence of alcohol or drugs; you are under the age of 18 and cannot consent. 2. DO NOT: run, horseplay, slide, lay down, sit down, jump, sit or stand on someone; crowd surf; throw objects; ingest or inhale material(s) or effect(s); risk, steal, or damage Property; threaten, disrespect, put someone at risk of bodily injury; breach barriers or cordoned area(s); misuse Property; exhibit erratic behavior; participate in illegal activities (drug use, juvenile intoxication); use a drone near or at Service Location. We reserve the right to expel you from the event. 3. YOU SHOULD: Wear eye and ear protection; read all signage; watch where you walk, the floor might be slippery. If you cannot see the floor, find a path in which you can see. If the floor looks slippery, find a path in which it is not; check with your event's organizer for event contents.