

GENERAL TERMS AND CONDITIONS

THESE GENERAL TERMS AND CONDITIONS ("TERMS") GOVERN THE USE OF THE PROJECTORY WEBSITE AND APPLY TO ALL CLIENTS ENGAGING PROJECTORY.LIVE INC. ("PROJECTORY," "WE," "OUR," OR "US") FOR PRODUCTS AND SERVICES, UNLESS OTHERWISE GOVERNED BY A SEPARATELY EXECUTED MASTER SERVICES AGREEMENT ("MSA") AND/OR STATEMENT OF WORK ("SOW"). IN THE EVENT OF ANY CONFLICT, THE MSA OR SOW SHALL PREVAIL.

1. Scope Of Services

Projectory Provides Experience Design, Facilitation, Live Events, Installations, And Related Consulting Services (The "Services"), As Further Described In Applicable Sows. No Services Are Confirmed Or Reserved Until An Sow Is Executed And Any Required Deposit Is Received.

2. Confirmation Of Resources

Projectory Cannot Guarantee The Availability Of Products, Facilitators, Venues, Materials, Design Resources, Or Shipping Timelines Until The Initial Deposit Has Been Received And Processed, As Specified In The Applicable Sow.

3. Client Responsibilities And Project Deadlines

Timely Performance By The Client Is Essential To Successful Delivery. The Client Agrees To: (A) Provide Accurate Information, Approvals, And Assets In A Timely Manner; And (B) Meet Agreed Deadlines And Review Periods. Projectory Shall Not Be Responsible For Delays, Non-Performance, Or Cancellations Resulting From Client Delays Or Omissions.

4. Changes, Rush Requests, And Additional Fees

Requests For Changes, Additions, Or Accelerated Timelines Outside The Agreed Scope May Be Subject To Additional Fees ("Rush Fees"). Any Such Fees Will Be Communicated And Approved In Writing Before Work Begins.

5. Shipping And Delivery

Projectory Will Use Commercially Reasonable Efforts To Meet Agreed Delivery Timelines. However, Delays May Occur Due To Factors Beyond Projectory's Control, Including Carrier Delays, Customs, Weather, Or Third-Party Vendor Issues. The Client Acknowledges That Shipping Materials Earlier May Reduce Delivery Risk.

6. Payment Terms

All Payments Must Be Made In The Currency Stated On The Invoice. Projectory Does Not Accept Short Payments Due To Bank, Wire, Ach, Or Intermediary Fees. The Client Is Responsible For Ensuring The Full Invoiced Amount Is Received.

7. Late Payments

Late Payments Accrue Interest At **1.5% Per Month (18% Per Annum)** Or The Maximum Rate Permitted By Law. Projectory Reserves The Right To Suspend Services Until All Outstanding Amounts Are Paid In Full.

8. Equipment Rental, Loss, And Liability

Where Projectory Supplies Or Arranges Rented Equipment, The Client Assumes Responsibility For Such Equipment During The Rental Period, Including Loss, Theft, Or Damage. The Client Is Responsible For Maintaining Adequate Insurance Coverage. Projectory Is Not Liable For Injury Or Property Damage Arising From Use Or Operation Of Rented Equipment.

9. Cancellations And Deposits

Deposits Are **Non-Refundable** And Compensate Projectory For Reserving Dates, Allocating Personnel, Initiating Planning, Design, And Production, And Holding Inventory And Resources.

Unless Otherwise Stated In The Sow:

(A) **Cancellation More Than 60 Days Prior To The Event:** Projectory Retains The Non-Refundable Deposit. Client Is Responsible For All Non-Cancellable, Client-Approved Third-Party Costs Incurred.

(B) **Cancellation Within 60 Days Of The Event:** Client Remains Responsible For All Non-Cancellable Third-Party Costs. An Additional Cancellation Fee Equal To **25% Of The Remaining Project Fees** May Apply To Account For Committed Resources And Lost Opportunity.

10. Intellectual Property

All Pre-Existing Projectory Materials, Tools, Methodologies, And Intellectual Property Remain The Exclusive Property Of Projectory. Unless Otherwise Agreed In Writing, No Ownership Rights Are Transferred To The Client.

11. Confidentiality

Each Party Agrees To Keep Confidential Any Non-Public Business Or Proprietary Information Received From The Other Party, Except As Required By Law Or Permitted Under An Applicable Agreement.

12. Limitation Of Liability

To The Maximum Extent Permitted By Law: (A) Projectory Shall Not Be Liable For Any Indirect, Incidental, Special, Or Consequential Damages; And (B) Projectory's Total Liability Arising Out Of Any Services Shall Not Exceed The Fees Paid To Projectory Under The Applicable Sow.

13. Force Majeure

Projectory Shall Not Be Liable For Failure Or Delay In Performance Due To Events Beyond Its Reasonable Control, Including But Not Limited To Acts Of God, Labor Disputes, Supply Chain Disruptions, Government Actions, Or Transportation Failures.

14. Governing Law

These Terms Are Governed By The Laws Of The Jurisdiction In Which Projectory Is Incorporated, Without Regard To Conflict Of Law Principles.

15. Updates To Terms

Projectory May Update These Terms From Time To Time. The Most Current Version Will Be Posted On Our Website And Will Apply To Future Engagements.