

SNAPBAR MASTER SERVICES AGREEMENT

Last Updated: 03/12/2026

This Master Services Agreement (this "Agreement") is made by and between The SnapBar, LLC, a Washington limited liability company (the "Company"), and the individual or entity purchasing services (the "Client"). This Agreement governs any software, platform access, or event activations (collectively, the "Services") outlined and confirmed through a proposal, quote, or invoice (the "Proposal") approved by the Client.

By approving a Proposal, the Client agrees to be bound by this Agreement.

1. ENTIRE AGREEMENT; ORDER OF PRECEDENCE

This Agreement (including any Proposal and Data Processing Addendum ("DPA"), if executed) constitutes the entire agreement between the parties and supersedes all prior or contemporaneous agreements, written or oral, relating to its subject matter. To the extent any term in a Proposal expressly conflicts with this Agreement, the Proposal controls. If the parties execute a DPA, the DPA controls over both this Agreement and the Proposal on matters of data protection.

2. FEES, INVOICING, AND PAYMENT TERMS

2.1. Service Fee & Reservation

A signed Proposal and agreement to the payment terms are required to reserve the Company's Services. The fee for the Services (the "Service Fee") encompasses only those items explicitly listed in the Proposal. The Company will be under no obligation to perform its Services or grant access to its Platform until the payment requirements outlined in the Proposal are met.

2.2. Flexible Payment Options

Standard Payment Term: Unless otherwise specified in the Proposal, the Service Fee is due prior to the date of the event or activation launch.

Alternate Payment Terms: Upon the Client's request and subject to the Company's approval, alternative payment terms (such as Net-15, Net-30, Net-45, or Net-60 days) may be accommodated and will be clearly outlined in the Proposal.

2.3. Late Payments

If the Client fails to make a payment when due, the Company may provide written notice of the overdue payment. If payment is not received within ten (10) days of such notice, the Company reserves the right to suspend or terminate Services. At the Company's discretion, late payments may be assessed a charge of 1.5% per month, or the maximum rate permitted by applicable law, whichever is less. Returned checks or failed payments will be assessed a \$30 non-sufficient funds fee.

2.4. Pricing & Change Orders

All prices are subject to change without notice until a Proposal is approved. Any additional services, user volume increases, or features not included in the original Proposal require the Client's prior written approval (email is acceptable). Approved additions will be billed at the Company's then-current rates unless a specific price is agreed in writing.

2.5. Credits

Where the Proposal includes usage credits (e.g., AI generation credits, platform credits), such credits are prepaid and non-refundable. Unless otherwise stated in the Proposal, unused credits will remain available to the Client for eighteen (18) months from provisioning. Credits may be used across events or activations under the same Client account during the validity period.

3. CANCELLATIONS, CHANGES, AND RESCHEDULING

3.1. Cancellation by Client

If the Client needs to cancel the Services, the following policy applies:

More than 30 Days' Notice: If the Client cancels more than thirty (30) days before the scheduled activation or event date, the Client owes no additional fees and will receive a refund of any Service Fees paid, less any documented, non-refundable expenses or hard costs already incurred by the Company in preparation for the Services.

Within 30 Days' Notice: If the Client cancels within thirty (30) days of the scheduled activation or event date, the Client is responsible for 100% of the Service Fee plus any non-refundable expenses incurred by the Company.

3.2. Rescheduling & Date Changes

If the Client wishes to change or reschedule the date of the Services with advance notice of at least fourteen (14) days, the Company will make reasonable commercial efforts to accommodate the new date. If the Company is unable to accommodate the new date, the standard cancellation policy applies. Previously paid amounts will be applied to the rescheduled event, and any rescheduling may be subject to additional

fees based on availability.

3.3. Force Majeure

Neither party shall be liable for any failure or delay in performance due to circumstances beyond their reasonable control, including acts of God, natural disasters, government actions, civil disturbances, or wide-scale internet service provider failures (“Force Majeure Event”). In such events, the Client will pay for Services provided up to the date of cancellation, and the Company will refund any excess amounts paid.

3.4. Liquidated Damages

The parties acknowledge that the Company’s damages from a cancellation may be difficult to ascertain. The amounts retained or owed under Sections 3.1 and 2.3 are agreed as a genuine pre-estimate of such damages and not a penalty. If this Section 3.4 is deemed unenforceable, the Company may recover its actual provable damages.

4. PLATFORM PROVISIONS AND SERVICE DELIVERY

4.1. Schedule Confirmation

For live or specific date-based activations, the Client agrees to confirm the timeline and schedule at least one (1) week prior to the launch date. The Client is responsible for providing correct dates and times and bears the risk of loss if incorrect information is provided.

4.2. Asynchronous Platform Access

For Services that include ongoing or asynchronous access to the Company’s digital platforms, the Company does not require annual commitments unless specifically stated in a Proposal. However, continuous platform inactivity exceeding six (6) months may result in the Company contacting the Client to discuss potential account archiving or closure to maintain platform security and server efficiency.

4.3. Hosted Digital Content

If the Services include a hosted digital environment (such as an online gallery or digital aggregate of media), the Company will host this environment for an agreed-upon period (typically three months post-activation, unless otherwise stated). By utilizing this feature, the Client confirms that all necessary permissions for public or semi-public digital display have been secured from participants.

4.4. No Reselling

The Client agrees not to charge their users, guests, or attendees a specific, direct fee for access to the Company’s Services without the Company’s prior written consent.

(This does not apply to general admission or entrance fees charged by the Client for an overarching event.)

4.5. Inherent Qualities of Digital Media

The Client acknowledges that digital images and software interfaces may display differently across various devices and screens due to differences in monitor calibration, color profiles, and resolutions. The Company is not liable for any discrepancies in image appearance resulting from these inherent digital media characteristics, nor for the quality of any physical printing done by third parties.

4.6. Infrastructure Disclaimers

The Company shall not be liable for any failure to perform its obligations due to causes beyond its reasonable control, including but not limited to power outages, internet connection or Wi-Fi failures at a venue, lack of proper infrastructure, or improper use of the technology by end-users.

4.7. Content Moderation & Takedown

The Company may remove or disable access to any Deliverable, gallery, or link alleged to infringe third-party rights, violate applicable law, or breach this Agreement, without liability, while the parties investigate the matter.

4.8. Acceptable Use

Client will not use the Services or Deliverables in any manner that is unlawful, defamatory, harassing, deceptive, or that exploits minors; and will not attempt to reverse engineer, interfere with, or misuse the Services in violation of applicable laws or third-party rights.

5. AI TECHNOLOGY & CONTENT

5.1. No Model Training

The Company will not use Client content, Deliverables, or participant data to train, fine-tune, or improve machine-learning models. Third-party AI providers engaged by the Company are bound by terms of service that prohibit using Client data for model training.

5.2. Client Review of AI Outputs

AI-generated outputs may contain artifacts or inaccuracies. The Client is solely responsible for reviewing all AI-generated Deliverables prior to public use and for ensuring their use complies with applicable laws and third-party rights.

5.3. Beta Features

Certain features may be designated “Beta” or “Early Access.” Beta features are provided as-is, may be modified or discontinued at any time, and are excluded from any uptime, support, or warranty commitments.

6. DATA PROTECTION & PRIVACY

6.1. Roles

For purposes of applicable data-protection laws, the Client is the “Controller” and the Company is the “Processor” of personal data captured through the Services.

6.2. Authorizations and Consent

The Client represents and warrants that it has obtained all necessary permissions, licenses, and consents from event venues and individual participants for the Company to provide its Services. Because the Company generally operates its software platforms remotely, the Client is strictly responsible for informing participants regarding the collection, processing, and display of their images, likenesses, and data.

6.3. Data Privacy & Security

The Company will collect, store, and process all user data and digital content in accordance with applicable data protection laws, implementing industry-standard technical and organizational measures including encryption in transit and at rest. The Company will not share personal data with third parties without the Client’s consent, except as required by law.

6.4. Data Processing Addendum

If required by applicable law or Client policy, the parties will negotiate in good faith to execute an appropriate Data Processing Addendum, which upon execution is incorporated herein by reference.

6.5. CCPA/GDPR Compliance

Where applicable, the Company acknowledges and agrees that it will process Personal Information only as necessary to perform the Services. The Company is prohibited from selling any Personal Information received under this Agreement or retaining, using, or disclosing it for any purpose other than performing the contracted Services.

6.6. De-identified Analytics

The Company may generate and use de-identified and aggregated data regarding use of the Services for analytics, product improvement, and benchmarking, provided no

individual person or Client is identified.

6.7. Biometric Data

The Services do not create or store biometric identifiers as defined by applicable law. Any functionality that would constitute biometric processing will be subject to a separate, mutually agreed DPA and documented Client instructions.

7. INTELLECTUAL PROPERTY & MARKETING RIGHTS

7.1. Ownership of Deliverables

All photographs, digital outputs, and media content created specifically for the Client during the use of the Services (the “Deliverables”) are considered “works made for hire.” Upon full payment of the agreed-upon Service Fee, the Client shall own 100% of the copyright and intellectual property rights to the Deliverables. To the extent any Deliverable does not qualify as a work made for hire under applicable law, the Company hereby assigns to the Client all right, title, and interest in and to such Deliverables to the fullest extent permitted by law.

7.2. Operational License

The Client grants the Company a non-exclusive, royalty-free license to host, store, process, transmit, and display Client content and Deliverables solely as necessary to provide the Services.

7.3. Limited Promotional License

The Company takes pride in its work and relies on showcasing past activations to demonstrate the quality of its Services. The Client grants the Company a non-exclusive, royalty-free, perpetual license to use a reasonable selection of the Deliverables strictly for the Company’s own internal promotional purposes, including portfolio displays, case studies, and website marketing. The Company will never sell or license the Deliverables to any third parties.

7.4. Opt-Out Request

The Company respects Client and user privacy. The Company will promptly honor any written request by the Client to opt out of the promotional license entirely, or to have specific images removed from the Company’s marketing materials.

7.5. Pre-Existing & Third-Party Materials

If the Company incorporates pre-existing or third-party materials into the Deliverables, the Company grants the Client a non-exclusive, perpetual, royalty-free license to use such materials in connection with the Deliverables.

8. MUTUAL CONFIDENTIALITY

8.1. Definition & Obligations

“Confidential Information” includes any information treated as confidential by either party, such as business operations, strategies, pricing, proprietary software, and personal data. Both parties agree to: (a) protect the other party’s Confidential Information with the same standard of care it uses for its own; (b) not disclose it to third parties without prior written consent, except as required by law; and (c) use it solely to perform obligations under this Agreement.

Confidential Information excludes information that (a) becomes public through no fault of the recipient, (b) was already known to the recipient without restriction, (c) is received lawfully from a third party without restriction, or (d) is independently developed without reference to the Confidential Information.

9. WARRANTIES & DISCLAIMERS

9.1. Warranties

The Company will use reasonable industry efforts to provide high-quality software and services. However, due to the uncontrollable nature of technology and user behavior, the Company does not warrant that the Services will be 100% uninterrupted or error-free. EXCEPT AS EXPRESSLY STATED, THE SERVICES ARE PROVIDED “AS IS,” AND THE COMPANY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

9.2. Client Review

The Client is solely responsible for reviewing Deliverables prior to public use and for ensuring their use complies with applicable laws and third-party rights.

10. LIMITATION OF LIABILITY

10.1. Aggregate Cap

Except for (i) a party’s breach of confidentiality, (ii) its indemnification obligations, or (iii) its gross negligence, fraud, or intentional misconduct, each party’s total aggregate liability to the other for any claim arising out of this Agreement shall not exceed the total amount paid by the Client to the Company under the applicable Proposal.

10.2. Security Incident Cap

For claims arising from a verified security incident caused by the Company’s failure to

implement the security measures described in Section 6.3, the Company's aggregate liability will not exceed two (2) times the fees paid or payable under the applicable Proposal.

10.3. No Indirect Damages

Neither party shall be liable to the other for any indirect, incidental, special, punitive, or consequential damages, including lost profits or data loss, even if advised of the possibility of such damages.

10.4. Claims Period

Any claim arising out of or relating to the Services must be brought within twelve (12) months after the cause of action accrues, or it is permanently barred.

11. INDEMNIFICATION

11.1. Mutual Indemnification

Each party agrees to indemnify, defend, and hold harmless the other party and its officers, directors, and employees from any claims, liabilities, damages, and expenses (including reasonable attorneys' fees) arising out of the indemnifying party's material breach of this Agreement, gross negligence, intentional misconduct, or violation of third-party intellectual property or privacy rights.

11.2. Client Indemnification for Participant Claims

In addition, the Client will indemnify, defend, and hold harmless the Company against third-party claims by event participants or rights holders alleging lack of notice or consent, violation of privacy or right of publicity, or objection to the capture or use of their images or likenesses in connection with the Services.

12. COMPLIANCE WITH LAW; INSURANCE

Each party will comply with all applicable laws in its performance under this Agreement. The Company maintains general liability and professional liability insurance in commercially reasonable amounts and will furnish certificates upon request.

13. ACCOUNT ADMINISTRATION & SECURITY

If the Services include platform access with user accounts, the Client is responsible for managing user roles, credentials, and access controls (including single sign-on configuration, if applicable). The Client will promptly deprovision access for any user who no longer requires it. The Company is not liable for unauthorized access resulting from the Client's failure to maintain adequate credential hygiene.

14. GENERAL PROVISIONS

14.1. Independent Contractor

The Company is an independent contractor. Nothing in this Agreement creates a partnership, joint venture, or employer-employee relationship between the parties.

14.2. Assignment

Neither party may assign this Agreement without the other's prior written consent, which will not be unreasonably withheld, except that either party may assign to an affiliate or in connection with a merger or sale of substantially all assets.

14.3. Dispute Resolution & Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its conflict of laws principles. The parties will attempt in good faith to resolve any dispute by negotiation. Failing settlement, either party may require mediation administered by a mutually agreed provider. If mediation is unsuccessful, the dispute may be litigated in the state or federal courts located in the State of Washington, unless otherwise agreed in the Proposal. As an alternative, either party may elect confidential binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association, seated in Seattle, Washington.

14.4. Severability & No Waiver

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force. The failure to enforce any right or provision shall not constitute a waiver of future enforcement.

14.5. Attorneys' Fees

In the event of any litigation or other action arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs.

14.6. Notice

All notices must be in writing and deemed given when delivered personally, by recognized overnight courier, or by email with confirmation of receipt.

14.7. Electronic Signature

The parties agree that electronic signatures on the Proposal or this Agreement constitute valid and binding execution. If this Agreement is attached to a digital Proposal, invoice, or sign-off flow, electronic approval of the Proposal constitutes acceptance of these terms.

SIGNATURES

COMPANY: The SnapBar, LLC

Signature: _____

Date: _____

Printed Name & Title: _____

CLIENT:

Signature: _____

Date: _____

Printed Name & Title: _____