

## Marketplace Addendum

This Marketplace Addendum (this “**Addendum**”) governs (i) Customer’s access to and use of the LASSO digital marketplace which is featured within the Application (the “**Marketplace**”) that allows Customer to review and accept one or more estimate(s) based on Customer’s Event Details (as defined herein) (each, an “**Estimate**”) for event management and services to be performed by LASSO (the “**Services**”) with respect to customer events described within the Estimate (“**Customer Events**”); and (ii) any additional terms that may be outlined in the “**Attachment**” and related to the Services. Capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Agreement. The Parties acknowledge and agree that for purposes of this Addendum, the LASSO entity that is the contracting party to this Addendum is LASSO Marketplace, LLC. All references to LASSO in this Addendum and the Agreement as it applies to the Marketplace and Services shall mean LASSO Marketplace, LLC.

### 1. Subscription and Right to Access.

**1.1 Marketplace.** Customer acknowledges that the Marketplace is featured within the Application. The Marketplace and Services are subject to all of the terms and conditions applicable to the Application as set forth in the Agreement. The terms in this Addendum are in addition to and not in lieu of the terms set forth in the Agreement applicable to the Application and Services. By executing an Order Form for the applicable Services and access to the Marketplace, Customer agrees to comply with all the terms and conditions set forth in the Agreement and this Addendum. All references in the Agreement to the “Application” shall also include the Marketplace and to the extent applicable, the Services.

### 1.2 Estimate.

(a) Each Estimate shall be based on the event information provided by Customer through the “Basic Info and Schedule Tab” of the Marketplace (the “**Event Details**”) and shall set forth certain specific terms with respect to the Customer Event and LASSO’s performance of Services with respect thereto, including without limitation fees, dates, times and locations for the Customer Event, and specific roles required for performance of Services by LASSO with respect to the Customer Event. Customer acknowledges and agrees that the Estimate is based on LASSO’s understanding of the Services required based on the Event Details provided, but is only an estimate and subject to adjustment based on hours actually worked and Services actually performed with respect to the Customer Event. It is incumbent upon Customer to actively track the hours worked on-site on a regular basis, as LASSO will provide a reporting of total hours worked per member of the LASSO Workforce (as defined below) after final time sheets are prepared and a final invoice is presented to Customer. Customer acknowledges and agrees that except as set forth in Section 1.2(c), each Estimate shall be presented to Customer for approval within the Marketplace and Customer shall accept the terms of such Estimate via a click-through acceptance process through the Marketplace. Customer acknowledges and agrees that only authorized representatives of Customer shall accept the Estimate in the Marketplace and that once the Estimate is accepted by Customer such terms are binding and enforceable on Customer. Each Estimate is subject to the terms of this Addendum and the Agreement. Any breach of the terms of the Estimate shall be deemed a material breach of this Addendum and the Agreement and subject to all the rights and remedies set forth herein and available under applicable law.

(b) Fees and schedule commitments contained in the Estimate shall be subject to change based on unreasonable delays caused by Customer’s failure to provide specified

facilities or information or for delays caused by a Force Majeure Event (as defined in the Agreement), which includes without limitation work stoppage of LASSO Workforce members and/or interruption caused by unpredictable occurrences. For avoidance of doubt, an artist or performer’s cancellation shall not be considered a Force Majeure Event. Work stoppage or interruption caused by any of the above may result in additional cost (requiring a change in scope) beyond that identified in the Estimate, entitling LASSO to an adjustment to the cost and the schedule.

(c) Customer-requested changes to the Event Details, including those affecting the identity, scope and delivery of the Services, must be submitted through the Marketplace. Customer acknowledges and agrees that the current Estimate shall be replaced with a new Estimate, which may include adjustments in price, scheduling and other affected terms and conditions. Customer expressly accepts such new Estimate upon submission of any requested change to the Event Details. LASSO reserves the right to reject any change.

(d) LASSO reserves the right to run a credit check until the Customer has established credit. That will dictate the revision of terms outlined in the “Attachment”

**1.3 Right to Access.** Subject to the terms and conditions of this Agreement, LASSO agrees to use commercially reasonable efforts to make the Marketplace available to Customer and its Authorized Users during the Term for the Marketplace set forth on the applicable Order Form, on a limited, personal, non-exclusive, non-transferable, non-sublicensable basis in the United States. Customer may (i) access and use the Marketplace solely for Customer’s internal business and to engage LASSO Workforce members for Customer Events; and (ii) permit Authorized Users to access and use the Marketplace solely in connection with such Customer Events and the operation of Customer’s business.

### 1.4 Services.

(a) Customer acknowledges and agrees that LASSO offers event management and consulting services for Customer Events and that the persons performing Services on LASSO’s behalf in connection with the Customer Events (the “**LASSO Workforce**”) are employees of LASSO. In no event is LASSO providing or the Marketplace intended to offer professional employment organization services to Customer. As between Customer and LASSO, LASSO shall be responsible for the payment of wages and benefits to the LASSO Workforce, workers compensation insurance, and the agreement for any employment terms between LASSO and members of the LASSO Workforce. LASSO also does not provide rigging

services due to the special certifications, licensing and insurance.

(b) If buyer is dissatisfied with any crew member selected, then buyer shall notify LASSO's Crew Chief/Lead as soon as possible. The customer then has the right to replace that individual with another crew member selected through the platform. Reporting this information after the engagement will not result in a refund for time the crew member worked on the event.

### **1.5 Customer Responsibilities.**

(a) Customer shall be responsible for submitting to LASSO the Event Details for each Customer Event through the Marketplace. Customer acknowledges and agrees that in order for LASSO to prepare an Estimate for the Services, the Event Details must accurately and completely reflect the scope of services requested by Customer with respect to a particular Customer Event(s) and in no event shall LASSO be responsible or liable for the performance of services not expressly set forth in the Event Details and mutually agreed to by the parties in the Estimate. The delivery of Services is based on LASSO's receipt of all necessary information and materials from Customer and LASSO shall not be liable for any delays or failure to provide the Services arising from Customer's failure to provide such information or materials.

(b) Customer shall protect and treat as confidential all personally identifiable and sensitive information received by Customer through the Marketplace, including without limitation all personally identifiable information related to any LASSO Workforce member and any information related to pricing or the Services provided by LASSO. All such information is "Confidential Information" under the Agreement. In the event of any breach or suspected breach of personally identifiable or sensitive information, Customer shall notify LASSO within twenty-four (24) hours and assist LASSO as requested by LASSO in investigating and remediating the breach or suspected breach. Customer shall reimburse LASSO for any and all costs and damages related to any security incident caused in whole or in part by Customer related to breaches of personally identifiable information.

(c) Customer will be responsible for providing a safe workplace environment in accordance with accepted industry health and safety and other regulatory standards.

**2. Fees.** Customer shall pay the labor fees for the Marketplace as set forth in the applicable current Estimate and such fees shall be payable as set forth in the applicable Estimate. LASSO reserves the right amend its fees and to suspend performance of Services in the event any amounts set forth in an Estimate are not paid in accordance with the terms herein. All fees are nonrefundable, except as expressly set forth in this Agreement. All applicable taxes shall be payable by Customer in accordance with the terms of the Agreement. If no payment terms are specified in the Estimate, the terms of the Agreement shall control.

**3. Disclaimer.** THE MARKETPLACE, SERVICES, AND ANY INFORMATION PROVIDED BY LASSO AND ITS LICENSORS IN CONNECTION WITH THE

MARKETPLACE ARE PROVIDED "AS IS" AND "WITH ALL FAULTS," AND LASSO AND ITS LICENSORS MAKE NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, RESULTS, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE OPERATION OF THE MARKETPLACE OR PERFORMANCE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT ALL ERRORS WILL BE CORRECTED. LASSO EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY RELATED TO THE USE OR TRANSMISSION OF EMPLOYMENT RECORDS AND OTHER DATA RELATED TO THE LASSO WORKFORCE AND/OR CUSTOMER EVENTS THROUGH THE MARKETPLACE BY CUSTOMER AND/OR ITS AUTHORIZED USERS. CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT LASSO SHALL NOT BE LIABLE FOR ANY TRANSMISSION OF INFECTIOUS DISEASE, ILLNESS, OR DEATH ARISING FROM THE USE OF ANY MEMBER OF THE LASSO WORKFORCE, CUSTOMER EVENT OR SERVICES.

**4. Indemnity.** Subject to this Agreement, Customer shall defend, indemnify and hold LASSO harmless from and against any loss, damage or costs (including reasonable attorneys' fees) incurred in connection with (i) Customer's use of the Marketplace, Services, and/or any information, data, employment records or other information provided by LASSO in connection with the LASSO Workforce; and (ii) any claims made by any member of the LASSO Workforce arising from the Customer Event and/or Customer's acts or omissions; provided, that LASSO (a) promptly gives written notice of the Third-Party Claim to Customer; (b) gives Customer sole control of the defense and settlement of the Third-Party Claim (provided that Customer shall not settle any Third-Party Claim unless it unconditionally releases LASSO of all liability); and (c) provides to Customer, at Customer's cost, all reasonable assistance.

**5. Limitation on Liability.** IN NO EVENT SHALL EITHER PARTY OR LASSO'S LICENSORS HAVE ANY LIABILITY TO ANY OTHER PARTY UNDER THIS AGREEMENT FOR ANY LOST PROFITS OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL LASSO'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER INCURRED WITH RESPECT TO ONE CLAIM, OR CUMULATIVELY INCURRED FROM MULTIPLE RELATED OR UNRELATED CLAIMS ARISING UNDER THIS AGREEMENT FROM TIME TO TIME, AND WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED AN AMOUNT EQUAL TO THE LESSER OF (I) FEES PAID BY CUSTOMER UNDER THE ESTIMATE GIVING RISE TO

THE FIRST CLAIM BROUGHT HEREUNDER; OR (II) TWENTY FIVE THOUSAND DOLLARS (\$25,000.00).

**6. Non-Solicitation of LASSO Workforce.** During the term of this Agreement, and for a period of two (2) years after expiration or termination of this Agreement, Customer will not on its own behalf (or on behalf of any other person or entity) solicit, induce or encourage any of the LASSO Workforce members or any other LASSO employee or independent contractor to leave such employment or engagement and/or directly or indirectly hire or engage for any purpose. Current personnel in Customer's crew database are excluded from this provision, as they are already employed with Customer. In the event Customer breaches this covenant, (i) the two (2) year period referred to above shall be extended by the amount of time Customer was in violation of this covenant; and (ii) Customer agrees to pay to LASSO an amount equal to fifty percent (50%) of the annual salary (or annualized contract payments) of each employee OR contractor solicited as liquidated damages and agrees such amount is a reasonable estimate of the cost and expense to a Party to obtain and retrain new personnel and (iii) LASSO reserves the right to discontinue offering the Marketplace and Services to Customer. Notwithstanding anything herein to the contrary, Customer acknowledges and agrees that any breach of this Section 6 shall not be subject to the Limitations of Liability set forth in this Addendum or the Agreement.

**7. Cancellation and Termination.** In the event Customer cancels the Customer Event identified in any Estimate, Customer shall provide LASSO with written notice thereof as soon as practicable, and Customer shall be subject to a cancellation charge. See "**Attachment**". The Cancellation Fee shall be paid by Customer at the time of Customer's cancellation of the applicable Customer Event. In the event LASSO

terminates this Agreement for Customer's material breach of the Estimate, this Addendum or the Agreement, LASSO shall be entitled to payment of the Cancellation Fee. This Addendum may be terminated as set forth in the Agreement and LASSO reserves all rights and remedies upon termination as set forth in this Addendum and the Agreement.

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## **“Attachment”**

The following outlines LASSO Marketplace’s general policies and terms.

### **Bill Rules**

In LASSO’s pursuit of simplifying complexity for the industry, LASSO has chosen to only bill for actual time worked with one exception of position minimums, which is to protect our crew. All time worked will be tracked on site and will be passed through to the customer without rounding any minutes or hours up. However, in the event that a crew member works less than the position minimum, the customer will be billed the position minimum. This should result in financial savings to our customers and will simplify the whole payment process.

Work Week: LASSO’s work week is from Sunday – Saturday.

#### Overtime:

Hours worked by LASSO crew that exceed 40 hours in the work week will be billed overtime. Hours worked from 12am – 6am local time will be billed as overtime, except for events in Las Vegas. No daily overtime will be billed except in states that require we pay daily overtime such as California, Colorado, Nevada (when applicable), and Alaska (N/A). This is subject to change as state requirements change.

Hours worked on the following Holidays will be billed overtime: New Year’s Day, Easter, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, New Year’s Eve.

#### California Only:

Overtime will be billed after 8 hours worked in a day

On the 7<sup>th</sup> consecutive day worked in a work week, the first 8 hours worked will be billed as overtime and any hours beyond 8 worked will be billed as double time

Double time will also be billed after 12 hours worked in a day

Meal Penalties: A meal penalty equal to one hour of the regular bill rate, will apply if crew works more than 5 hours without a break. If crew works beyond the 6<sup>th</sup> hour, the hours will be billed in overtime until the break is provided.

#### Colorado Only:

Overtime will be billed after 12 hours worked in a day.

#### Position Minimums:

If crew work beyond the minimum, the customer will be billed for the actual hours worked beyond the minimum. However, if crew work less than the minimum hours the customer will be billed the position minimum. Split Shifts – if there are 4 or more hours between scheduled shifts for the same company, each shift will require a minimum.

#### 5 HOUR Position Minimums:

A2, A3, V2, L2, Spotlight Operator, Breakout Tech/Float, Carpenter, Crew Lead\*, Crew Chief\*,

General AV/Tech Utility, LED Technician, Lift Operator, Loader/Pusher, Stagehand, Drape Tech (Las Vegas Only), Driver (Las Vegas Only)

\* Minimum determined based on schedule of positions they are overseeing

#### 10 HOUR Position Minimums:

A1, Breakout Operator, RF Technician, Camera Operator (long lens), Camera Operator (hand-held), Camera Operator, Crew Lead\*, Crew Chief\*, Graphics Operator, LED Programmer, Projectionist, Projectionist-Advanced, V1, V1-Spyder, V1-E2/S3, Playback\Record Operator, Robocam Operator, Robocam Engineer\V1, LD, L1, Stage Mgr\Show Caller, Master Electrician, Producer, Project Manager, Technical Director

\*Minimum determined based on schedule of positions they are overseeing

#### Meals and Breaks

LASSO will provide appropriate meals and breaks for crew that balance the needs of our crew, our clients, and the success of the event.

#### Split Shifts and Short Turn Around

Split Shifts – if there are 4 or more hours between scheduled shifts for the same company, each shift will require a position minimum.

Short Turn Around – Applies to any hours worked in which an 8-hour break has not been given prior to the next work shift starting. If there are not 8 hours between shifts, the hours for the 2<sup>nd</sup> shift will be at the OT rate **UNTIL A FULL 8 HOURS OF REST IS PROVIDED.**

#### Cancellations:

If positions/calls that have been filled are cancelled less than 48 hours of the call time, you will be billed the full amount for the first day (5 or 10 hours based on position minimum)

#### Change Requests:

- Changes to call times that are requested less than 24 hours from start time and are greater than 4 hours that cannot be accommodated for valid reasons by techs on the roster, client will be billed the minimum for those positions that require cancellation pay.
- Changes to call times that are accommodated with existing crew on rosters, no surcharge applies.
- Positions added to an existing order, no surcharge applies.
- Any cancellations must be made between **8am and 7pm EST**. Cancellations after 7pm EST will be considered *cancelled* starting at 8am the following day.

#### Crew Chief/Leads:

On days when 10 or more crew are present, LASSO will provide a Crew Chief at the customer's expense to oversee the crew on site. For smaller crews, LASSO will name a crew lead which may be subject to a \$5 per hour surcharge. This position will be the main point of contact for the customer and will be managing the Marketplace crew on site. The LASSO Crew Chief and Lead will be expected to start their day 15 minutes early of the actual crew call time to assist in any administrative work before the shift begins and so the LASSO MP crew can be clock in and prepared to start work at the call time.

Parking:

Any required parking fees or expenses at the venue will be billed to the customer on the final invoice. We will work to avoid fees whenever possible.

Short Notice Surcharge:

New labor requests submitted 48 hours or less from initial call time will incur a 15% surcharge on the total order amount.

**Payment Terms**

To request and confirm LASSO crew, 100% Deposit is required. Five business days prior to the event starting, LASSO will then collect the balance of the estimate. For longer events, the customer will be billed weekly for actual hours worked for the previous Sunday – Saturday work week. The final detailed invoice will be delivered within 72 hours after the completion of the event payroll week. Invoice payments are due upon receipt and will be collected via the payment method on file.