

NICK GRACI INC DBA North Stream GROUP
Terms and Conditions (this "Agreement")

Nick Graci INC. ("North Stream") agrees to provide equipment (the "Equipment") and services, if any, ("Services") to the customer ("Client") under the terms of this Agreement. NORTH STREAM includes all brands and all locations in the USA. Any Scope of Work, Quote, Bid, Proposal, Invoice or similar document issued by North Stream (each a "SOW"), where work is performed under such document, is deemed accepted by Client and incorporated herein. Unless otherwise specifically addressed as a per event agreement in the SOW, this agreement is effective for one year from the date of execution, and will renew for additional one-year terms, unless specifically addressed in the SOW, or terminated by either party in writing.

1. The "Rental Term" shall begin on the date the Equipment leaves North Stream's warehouse and shall end when the Equipment is returned to North Stream at the place designated by North Stream. Fees for Equipment and Services, as applicable, are set forth in the SOW. A security deposit on the Equipment may be required by North Stream. In the event Client enters a North Stream's worksite to prep, pack or pick up Equipment, Client agrees to follow all North Stream safety and health protocols, to be provided.
2. North Stream represents that all Equipment will leave its custody in good working order. Client shall be responsible to inspect the Equipment and immediately notify North Stream of any Equipment determined to be missing or not in good working condition. **EXCEPT AS EXPRESSLY SET OUT HEREIN, North Stream GIVES NO WARRANTY OR REPRESENTATION WITH RESPECT TO THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS OR AGAINST INTERFERENCE OF INFRINGEMENT OR ANY OTHER WARRANTY NOT EXPRESSLY AGREED TO IN WRITING.**
3. North Stream's sole obligation and liability to Client in the event of any malfunction or failure of the Equipment solely caused by North Stream shall be to repair the Equipment or provide Client with the same or similar Equipment.
4. North Stream expressly assumed by North Stream as part of the Services in a SOW, Client is responsible for the Equipment for the entire Rental Term. Client assumes all risk in the use and operation of the Equipment and shall be responsible for providing safety devices and equipment to safeguard users of the Equipment and complying with all federal, state and local laws or regulations, and all industry standards. Client agrees that it will not remove or permanently cover the tag or nameplates on the Equipment showing ownership in North Stream. Client shall not make any alterations or additions to the Equipment and may not disassemble the Equipment except to the extent necessary to replace consumables.
5. The Equipment must remain at the venue(s) as set forth in the SOW and may not be transferred without the express prior written approval of North Stream. It shall be lawful for North Stream or its agents at all reasonable times to enter the premises where the Equipment is kept for the purpose of assessing the condition of said Equipment.
6. This Agreement is not a sale. Client shall not have or at any time acquire any right to possession, including possession through use, loss, damage or failure to return the Equipment. Title to the Equipment shall at all times be in North Stream. Client agrees not to pledge, mortgage or in any other way encumber the Equipment.
7. Client shall reimburse North Stream for the cost of any repairs (including charges for shipping, labor and parts) which are required due to any damage to the Equipment occurring during the Rental Term (other than damage which, in the judgment of North Stream, is due to ordinary usage or North Stream's actions). If any or all Equipment is damaged beyond repair, or lost or stolen during the Rental Term, Client agrees to reimburse North Stream for the full replacement value of the Equipment (without deduction for depreciation). Client further agrees to be responsible for rental costs of the lost or damaged Equipment until such time as Equipment is replaced or repaired.
8. At the end of the Rental Term or its earlier termination, Client shall at its cost and expense, deliver and return the Equipment to North Stream in good condition and repair, reasonable wear and tear excepted. North Stream shall notify Client of any damages or loss within a reasonable amount of time after the Equipment is returned. Client shall remain responsible for any damage to the Equipment caused during the Rental Period.
9. If applicable, Client is solely responsible for storing and clearing any and all images (in any form), or any other content or Client data ("Client Data"), prior to the return of the Equipment. Upon return of the Equipment, North Stream may clean the Equipment of any Client Data, however North Stream shall have no obligation to preserve or erase any Client Data. North Stream shall not be responsible for disclosure of Client Data due to the re-rental of Equipment previously used by or on behalf of Client. North Stream is not responsible for unrecorded Client Data or the loss of Client Data due to any cause whatsoever, including but not limited to, technical malfunction, physical damages, or errors on the part of North Stream employees, agents, representatives, contractors or subcontractors.

10. **Client agrees to insure Equipment at all times during the Rental Term.** For purposes of this section, North Stream Parties shall mean North Stream, its parent, affiliates, subsidiaries and each of their members, managers, directors, employees and agents.
 - a. Client shall carry the following insurance: Commercial General Liability insurance (or equivalent) covering operations, completed operation and product liability, personal injury liability and advertising injury, with a limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, naming North Stream Parties as an Additional Insured on a primary basis and waiver of subrogation in favor of North Stream Parties; evidence of Workers Compensation insurance in statutory limits including Employers Liability with a limit of \$500,000; and Property insurance on Equipment, on an "all-risk" basis, including windstorm, flood and earthquake perils, and loss in transit, in an amount not less than the full replacement value (NOT rental value) of the Equipment (without deduction for depreciation) naming North Stream Parties as Loss Payee. If Client is picking up Equipment from a North Stream location, Business Auto Liability insurance shall also be required, with a limit of not less than \$500,000 per accident.
 - b. Client acknowledges it is solely responsible for the payment of any deductibles on any required insurance. North Stream reserves the right to increase these limits based on values and type of event. An umbrella or excess liability policy may be used in conjunction with primary coverage limits to meet the minimum required limits. A valid and compliant insurance certificate evidencing such coverages, terms, deductibles amounts, and indicating coverage for transit and offsite coverage must be submitted to North Stream prior to the release of any Equipment or Services. If necessary, North Stream will provide a certificate of insurance, as reasonably requested by a venue in order for North Stream to perform its Services.
11. Except as otherwise set forth herein, nonperformance by either Party of any of its obligations under the Agreement will be a Force Majeure, to the extent and only for so long as such performance is rendered impossible by fire, flood, earthquake, elements of nature or acts of God, acts of war, terrorism, riots, civil unrest, strike (other than of the nonperforming Party or its subcontractors), governmental acts, failure of suppliers, including supply chain and manufacturer issues, third party trucking and labor shortages (not caused by a Party), or any other similar cause beyond the reasonable control of the nonperforming Party that would make it impossible, inadvisable or illegal to either render the Services or hold the Event, and the nonperforming Party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible. In the event of a Force Majeure, Client shall reimburse North Stream for its actual costs incurred, and North Stream agrees to use commercially reasonable efforts to mitigate such costs.
 - a. North Stream shall not be liable for late delivery caused by Client's failure to provide information relevant to the Equipment or Services or comply with this Agreement or Force Majeure.
12. No allowance will be made for unused Equipment. Unless otherwise agreed to in writing by North Stream, Client is responsible for all costs in shipping the Equipment and for ensuring that the Equipment is appropriately stored and transported.
13. Client will be responsible to pay additional fees for any additional Services and Equipment not included in the SOW. Client will pay North Stream's current daily rate for late return of the Equipment. Client will incur cancellation fees in the event of any cancellation occurring within 10 days of the start of the Rental Term as follows: 4-10 days = 50% of Fee due; Under 3 days= 100% of Fee due. In the event of cancellation for any reason occurring more than 10 days prior to event, Client shall pay North Stream all actual costs incurred.
14. Unless specifically referenced in the SOW, pricing DOES NOT INCLUDE SALES OR USE TAXES, or freight charges. All taxes, withholdings, if applicable, and freight charges, if any, will be paid for by Client in addition to the agreed upon price. Client agrees to indemnify North Stream for any taxes incurred and costs relating to penalties and collections.
15. Payment of all fees is due as set forth in the SOW or invoice. Client will incur additional fees for late returns and damage to the Equipment. Unless otherwise agreed upon, payment terms are COD. North Stream will charge the highest rate allowed by law on all late payments. If North Stream commences a collection action, Client will be liable for all expenses incurred, including reasonable outside attorney's fees and costs of collection.
16. If Client defaults on payment or otherwise breaches any other terms, or if North Stream reasonably believes that the Equipment is in danger of being seized, taken or destroyed, then in any event, North Stream shall have the right to terminate this Agreement, and retake immediate possession of the Equipment and for such purpose, North Stream may enter upon the premises where the Equipment is located and remove it, with or without force or notice, without being liable to the Client in any suit, action or other proceeding.
17. The failure by North Stream to insist upon strict compliance with these terms and conditions even after a breach or default by Client shall not be construed as waiver of any of North Stream's rights under this Agreement.
18. Client agrees to defend, indemnify and hold harmless North Stream Parties from and against any and all liabilities, claims, demands, actions, losses, damages and expenses (including, without limitation, reasonable outside attorneys' fees and costs) for personal injury, death or property damage to the Equipment or other property ("Loss"), in any way arising out of or resulting from any of the following: (1) the breach of any terms in this Agreement; or (2) Client's use or possession of Equipment; or (3) Client's negligence or willful misconduct or (4) the transport or shipping of the Equipment, if by or arranged by Client. For avoidance of doubt, the indemnity provided by Client to North Stream includes indemnity for claims of personal injury, death or property arising from civil unrest occurring at any site in which the Equipment is located, without regard to Client's actual participation in the unrest. For purpose of this section Client includes its employees, agents, contractors or representatives and invitees, and excludes indemnity to the extent a Loss arises from a North Stream Party's gross negligence or willful misconduct.
19. **IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES IN CONNECTION WITH THE RENTAL OF THE EQUIPMENT WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**
20. This Agreement may not be assigned by Client unless agreed to in writing by North Stream.
21. These terms and conditions shall be governed by the laws of the New York and venue and jurisdiction shall be vested exclusively in a court of competent jurisdiction sitting in Suffolk County, NY. Both parties agree to accept service of process within or without the State of New York in any matter relating to this Agreement. The prevailing party in any such litigation or action shall be entitled to its costs of suit and reasonable outside attorney's fees.
22. If one or more provisions of this Agreement, or the application of any provision to any party or circumstance is held to be invalid, unenforceable or illegal in any respect, the remainder of this Agreement shall remain valid and in full force and effect.
23. NORTH STREAM expressly rejects any forms or other documents submitted by Client, including PO terms and conditions. Any attempt to modify, supplement or amend these terms and conditions will be null and void unless agreed to in writing by North Stream.
24. This Agreement, including the SOW, contains the entire understanding between the parties and may not be modified except in a writing signed by both parties appended hereto. These terms and conditions shall be binding, and Client shall be deemed to have

accepted the terms and conditions contained herein when (a) Client has received a copy hereof and (b) Client accepts any of the Equipment or Services.

25. Under this agreement, North Stream will not work with any owner-furnished equipment (OFE) without charging prevailing service rates. OFE includes, but is not limited to, cable TV service, satellite service, ISDN communications, network connectivity, monitors and displays, LED pixels, LED Controllers, Lighting and Video Control Devices, etc. Service issues and service calls that are deemed to be caused by OFE will be subject to prevailing service rates. Clients will be billed additional fees at prevailing service rates for any onsite visits to make OFE operational.

BY ACCEPTING ANY EQUIPMENT, THE CLIENT ACKNOWLEDGES ITS RESPONSIBILITY FOR THE TIMELY RETURN OF THE EQUIPMENT IN GOOD WORKING CONDITION.

DUE TO SEVERE PRODUCT AND PART SHORTAGES AND SHIPPING ISSUES, OUR DISTRIBUTORS, MANUFACTURERS AND SERVICE PROVIDERS ARE EXPERIENCING PROLONGED DELAYS. ALSO, MANY MANUFACTURERS EXPERIENCED FACTORY AND WAREHOUSE CLOSURES THAT WILL IMPACT DELIVERY DATES.

NORTH STREAM CANNOT GUARANTEE PRICING UNTIL THS AGREEMENT IS SIGNED, A P.O. IS ISSUED AND DEPOSITS ARE PAID. DELIVERY DATES CANNOT BE GUARANTEED.

ACCEPTED AND AGREED

CLIENT: _____

Signature and Title

Print Name

Effective Date

Nick Graci Inc DBA North Stream Group

Signature and Title

Print Name

Effective Date