

Master Service Agreement

Corporate-Wide Terms & Conditions

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1. Agreement and Acceptance

Play 2 Gather, Inc., a California corporation (“P2G”), provides services through its operating divisions and DBAs. These terms (“MSA”) apply to services accepted by the customer (“Client”). A P2G estimate, quote, proposal, or other affirmative electronic transaction identifying the services is a “Service Order.”

By signing or affirmatively accepting a Service Order that identifies and makes available this MSA and applicable division or program terms, Client agrees to those documents. An individual accepting for an organization represents authority to bind it. P2G may retain electronic acceptance records. A signed stand-alone MSA is not required when valid acceptance occurs through the Service Order.

For an express conflict concerning specific services, the accepted Service Order controls, followed by applicable program terms, division addendum, and this MSA. Transaction-specific pricing and scope control only for the transaction identified.

2. Services and Client Cooperation

P2G will provide the services described in the accepted Service Order using commercially reasonable care. Estimates cover only stated scope. Client will provide accurate information, timely decisions, safe access, necessary utilities, and notice of known hazards or special requirements.

Material changes, unexpected site conditions, additional work, and requested expedited service may require additional charges. Client-requested work may be authorized verbally or electronically by persons reasonably appearing authorized, unless a specific program term requires prior approval. P2G will document additional work in ordinary business records.

3. Scheduling, Safety, and Third Parties

Dates and response times are estimates unless expressly guaranteed in a Service Order. P2G may pause unsafe or unlawful work and reschedule for weather, access, equipment, staffing, or events beyond reasonable control. Client remains responsible for its property, personnel, permits, and conditions outside P2G’s control.

P2G is not responsible for failures of independent third-party platforms, carriers, utilities, or agencies outside its reasonable control, but remains responsible for its own contractual obligations.

4. Fees, Invoicing, and Collection

Client will pay the accepted Service Order pricing and any properly authorized additional charges. Invoices are due as stated in the Service Order; absent another stated due date, payment is due upon invoice. Client will promptly identify disputed charges in writing and timely pay undisputed amounts.

Past-due balances may incur a late charge of 1.5% per month or the maximum permitted by law, whichever is lower, when more than 30 days overdue, if lawfully disclosed and applicable. Following notice and a reasonable opportunity to cure, P2G may suspend or terminate services for material nonpayment; charges accrued and lawful remedies remain due.

Any payment-processing surcharge must be disclosed before authorization and may not exceed actual eligible processing costs or applicable law and network rules. Taxes are assessed only when legally required.

5. Work Product, Equipment, and Records

Unless the Service Order states otherwise, equipment supplied for ongoing service remains P2G property. Client will not transfer, modify, pledge, or dispose of P2G-owned equipment and will return it under the applicable program terms.

P2G may document work through photographs, service records, and electronic systems, subject to confidentiality, applicable law, and any written client objection to promotional use. Client retains responsibility for records and official filings assigned to it by law or applicable program terms.

6. Warranties and Responsibility

P2G will perform with commercially reasonable care. Except for express commitments in an accepted Service Order and rights that cannot legally be excluded, P2G makes no guarantee of a particular business, regulatory, aesthetic, or operational result.

Each party is responsible for its own negligent acts, misconduct, and contractual breaches to the extent provided by law. Client is responsible for damage and delay caused by its personnel, property, inaccurate information, or unsafe conditions.

7. Liability and Indemnification

To the maximum extent permitted by law, neither party is liable to the other for indirect, incidental, special, or consequential losses, including lost profits, except where such exclusion is unenforceable. P2G’s aggregate liability arising from a Service Order will not exceed the amounts paid or payable to P2G for the affected services during the preceding 12 months, except to the extent a limitation is prohibited by law or an accepted program term expressly provides otherwise.

Each party will defend and indemnify the other against third-party claims to the extent caused by the indemnifying party’s negligence, willful misconduct, or violation of law, excluding losses caused by the indemnified party. These provisions do not waive nonwaivable statutory rights.

8. Confidentiality and Communications

Each party will reasonably protect the other's nonpublic business information, use it for the services and related administration, and share it with service providers as reasonably necessary under appropriate safeguards or as required by law.

Formal contractual notices may be sent to the designated email or physical address in the Service Order or later written update. Email notice is generally effective upon successful transmission without a delivery-failure notification, subject to law. Ordinary operational authorizations may follow the applicable program terms.

9. Termination and Disputes

Either party may terminate for material breach after written notice and a reasonable opportunity to cure, except where immediate protective action is legally justified. Specific cancellation charges, minimum terms, refunds, and equipment return obligations are controlled by accepted Service Orders and program terms.

The parties will first attempt good-faith resolution of disputes. California law governs, except mandatory law that applies otherwise. Venue for court proceedings will be in the California county of P2G's principal office, where enforceable.

10. General

Neither party is liable for delay caused by events beyond reasonable control, except payment obligations for services already provided; the affected party will provide reasonable notice and mitigation. Invalid provisions are severed without invalidating the remainder.

The accepted Service Order, applicable program terms, division addendum, and this MSA constitute the agreement for the specified services. Changes to fixed commercial commitments require mutual written agreement. No waiver arises from delay in enforcement. Electronic records and signatures may be used to the extent permitted by law.

11. Contract Administration and Order Changes

A Service Order is an estimate, quote, proposal, work order, or other transaction affirmatively accepted by Client through P2G's designated business platform or another legally recognized method. The accepted record must identify or provide access to the applicable terms before acceptance. Each Service Order identifies the scope, prices, schedule, and any special conditions; a change to those terms must be authorized and documented. Neither the name nor continued availability of any software provider is essential to this Agreement.

The person accepting on Client's behalf represents authority to bind Client. P2G may rely on requests from contacts reasonably appearing authorized for routine operations unless Client has communicated specific restrictions in writing. For long-term commitments, the accepted Service Order must expressly disclose the commitment and applicable program terms.

12. Scope, Site Conditions, and Corrections

P2G may issue a supplemental quote for concealed conditions, additional tasks, changed quantities, restricted access, or work outside the accepted scope. P2G will not undertake material additional paid work without authorization, except reasonable action necessary to protect safety or property. Client will provide accurate service and billing information and notify P2G promptly of errors.

Client must report an alleged service defect within a reasonable time after discovery and give P2G a reasonable opportunity to inspect and, where appropriate, correct the issue, without restricting nonwaivable legal remedies.

13. Insurance, Property, and Risk

Each party will maintain insurance required by applicable law for its own operations. P2G does not insure Client’s property or guarantee against loss from conditions beyond P2G’s control. The parties will reasonably cooperate in documenting an incident and mitigating loss. No provision relieves P2G of responsibility for its own legally actionable conduct.

14. Survival and Assignment

Accrued payment obligations, ownership and return of equipment, confidentiality, applicable liability provisions, and dispute obligations survive termination to the extent needed to enforce them. Neither party may assign a Service Order in a way that materially impairs the other party’s rights except as expressly allowed by applicable program terms or law.