



## CAMPAIGN SERVICES AGREEMENT

Last Updated: February 1, 2024

By executing a Sales Order (“SO”) that incorporates by reference this Campaign Services Agreement (“**Campaign Services Agreement**”) you (as an individual, company, business, corporation or other entity, “**Customer**”) accept and agree to this Campaign Services Agreement. This Agreement constitutes a legal agreement between Mavrc LLC dba Later Influence (“**Later Influence**”) and Customer and is effective as of the date such SO was last signed (the “**Effective Date**”). In consideration of the premises and covenants contained herein, the parties agree as follows:

### 1. **Later Influence Campaign Services.**

- 1.1. **Service Orders.** The parties will enter into sales orders (each an “SO” or collectively “SOs”) that will indicate the particular campaign services that Later Influence will provide to the Customer on a non-exclusive basis (the “**Campaign Services**”), as more particularly described in the Campaign Services Description (“**CSD**”) available at [www.later.com/agreements](http://www.later.com/agreements). The parties agree that this Campaign Services Agreement will govern any SOs that they enter for Campaign Services.
- 1.2. **No Platform Licence.** Customer may be granted limited rights to access certain aspects to the Later Influence proprietary platform for the purposes of the Campaign Services, but will not be granted a licence to Later Influence’s software-as-a-service platform (the “**Later Influence Platform**”) under this Campaign Services Agreement. Customer may elect to purchase a separate licence to the Later Influence Platform subject to the Later Influence Software-as-a-Service Agreement under a separate SO.

### 2. **Specific Campaign Service Terms.**

- 2.1. **Creator Sourcing.** If Later Influence sources social media influencers or other creators (“**Creators**”) on behalf of Customer under an applicable SO, the Later Influence will work with Customer to source Creators for the purposes of the applicable SO. Later Influence cannot guarantee that Customer will be able to engage any particular Creator for any particular SO, but will use reasonable efforts to engage target Creators on the desired terms.
- 2.2. **Incentives Products.** Customer is responsible for delivery of any Incentive Products to Creators. If Customer engages Later Influence to manage or deliver Incentive Products on behalf of Customer under an applicable SO, then the Customer agrees that:
  - 2.2.1. “**Incentive Products**” means any products or other materials (such as cash, gift cards, or merchandise) to be delivered to Creators and provided by Customer to Later Influence pursuant to such SO;
  - 2.2.2. Customer represents and warrants that it will only provide Later Influence with Incentive Products for delivery if it has the necessary right and authority to do so;
  - 2.2.3. Later Influence will only deliver Incentive Products to Creators that are registered to Later Influence’s proprietary Creator marketing platform pursuant to the applicable terms and conditions. Customer acknowledges and agrees that Later Influence’s delivery of Incentive Products to an Creator will be contingent upon receipt of any additional documentation deemed necessary by Later Influence, in its sole discretion, including, without limitation, a valid IRS Form W-9 from the Creator;
  - 2.2.4. Later Influence may subcontract or otherwise delegate such Incentive Products



deliveries through its third party contractors or service providers. Payments made through Later Influence's third-party payment partners may be subject to additional terms and conditions;

2.2.5. Any delivery by Later Influence (including its subcontractors) of Incentive Products to an Creator is contingent on Later Influence's receipt of the same from Customer in accordance with the applicable SO. If an SO contemplates cash, or cash equivalents (i.e., gift cards), as an Incentive Product, Later Influence will not make any payments to Creators prior to receiving the funds for such Incentive Products from Customer; and

2.2.6. Later Influence (including its subcontractors) is a bailee with respect to such Incentive Products and is forwarding such Incentive Products to the applicable Creator(s) on Customer's behalf, and Later Influence (including its subcontractors) is neither a seller nor a distributor of any Incentive Products. Title to all Incentive Products will at all times remain with Customer until delivered to the applicable Creator(s), at which time title to such Incentive Products will pass directly from Customer to such Creator(s).

### 3. **Customer Cooperation.**

3.1. **Customer Engagement.** Customer understands and agrees that Later Influence's ability to provide the Campaign Services is conditional upon Customer's cooperation and engagement. Customer will provide Later Influence with such cooperation, materials, information, access and support as Later Influence deems to be reasonably required in order to provide the Campaign Services including, without limitation:

3.1.1. ensuring that its staff is available to perform its obligations under this Campaign Services Agreement, instruct Later Influence, and otherwise provide such assistance as Later Influence may reasonably require to provide the Campaign Services; and

3.1.2. providing all Customer Content (as defined in Section 6.1) required to enable Later Influence to provide the Campaign Services, if any.

3.2. **Customer Approval.** Customer will be required to review and approve the Campaign Services, including the final approval of Creator selection and content created by any Creators ("**Creator Work Product**"). Customer agrees that it will perform any such review and approval in a prompt and timely manner and that any delay by Customer in conducting such review and/or approval may result in delays to the Campaign Services, for which Later Influence will not be responsible.

3.3. **SO Changes and Timelines.** SOs can only be changed by the mutual agreement of the parties. Customer understands and agrees that any request to make changes to the Campaign Services set out in an SO, including any changes to the scope of the Campaign Campaign Services, may result in additional fees and/or delays in the provision of the Campaign Services. For more information, refer to the CSD available at [www.later.com/agreements](http://www.later.com/agreements). Customer acknowledges and agrees that timelines provided by Later Influence for Campaign Services timelines are estimates only and may be subject to change.

### 4. **Term and Termination**

4.1. **Term.** This Campaign Services Agreement is effective as of the Effective Date and will continue until terminated according to this section (the "**Term**").

4.2. **Termination.** Either party may terminate this Campaign Services Agreement (including all outstanding SOs) if the other party: (a) fails to cure any material breach of this Campaign



Services Agreement within thirty (30) days after receipt of written notice of such breach; (b) ceases operation without a successor; or (c) seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against such party (and not dismissed within 60 days thereafter), or (d) if there are no active SOs or amounts owing by Customer to Later Influence, by providing the other party with not less than thirty (30) days prior written notice. Unless otherwise specified in an SO, all SOs will terminate at the end of the SO Term specified therein.

- 4.3. **Effects of Termination.** Upon expiration or termination of this Campaign Services Agreement for any reason: (a) any amounts owed to Later Influence under this Campaign Services Agreement before such termination will be due and payable consistent with the terms of this Campaign Services Agreement; and (b) each party will return or destroy to the other party the Confidential Information of the other party that it obtained during the course of this Campaign Services Agreement. For clarity, termination of this Campaign Services Agreement will not relieve Customer of its obligation to pay Later Influence Fees under any applicable SOs. Sections 4, 5, 6.5, 7, 8, 9, 10, and 11 shall survive any termination or expiration of this Campaign Services Agreement.

## 5. **Payment.**

- 5.1. **Payment Terms.** Customer shall pay all fees (“Fees”) for Campaign Services specified in an applicable SO. All Fees will be invoiced by Later Influence in advance and due immediately upon Customer’s receipt of invoice. A late fee may be charged on overdue amounts at the rate of eighteen percent per annum (18%), or the maximum permitted by law, and late fees shall be applied monthly on all outstanding balances commencing with the date payment was due. All costs incurred for collection of amounts due (including, but not limited to, attorneys’ fees) and any bank charges shall be paid to Later Influence by Customer. Incentive Products shall be subject to Section 2.3 and any cash Incentive Products shall be due upon receipt of invoice and payable by Customer immediately.

- 5.2. **Taxes.** All Fees are exclusive of and subject to applicable taxes. Customer shall be responsible for all taxes, withholdings, duties and levies arising from the SO, excluding: (a) taxes based on the income of Later Influence; and (b) taxes or withholdings associated with the payment of any subcontractors, including Creators, engaged by Later Influence in connection with the Campaign Services. Nothing in this paragraph will relieve Later Influence of any obligation to collect taxes, duties or levies, or to make withholdings, in connection with its own performance of the Campaign Services, if required under applicable law.

## 6. **Intellectual Property and Public Statements.**

- 6.1. **Customer Content.** As used herein, “Customer Content” means any text, book excerpts, promotional materials, images, photos, video, sounds, musical works or other works of authorship, and/or any other information, instructions, or materials including those describing or detailing Customer’s products and that are provided by Customer to Later Influence under this Campaign Services Agreement, but expressly excluding Customer Data (as defined below). Subject to the terms and conditions of this Campaign Services Agreement, Customer hereby grants to Later Influence a nonexclusive, worldwide, royalty-free, fully paid up, nonsublicensable (except to contractors performing services on behalf of Customer or Later Influence), nontransferable (except as set forth in Section 12) right and license to copy, distribute, display, modify and otherwise use the Customer Content in connection with performing the Campaign Services for Customer. As between the parties, Customer reserves any and all right, title and interest in and to the Customer Content other than the rights expressly granted to Later Influence under this Campaign Services Agreement. Customer is responsible for maintaining copies,



duplicates or back-ups of any Customer Content. Later Influence may not remove any copyright or trademark notice or any other notices included in or with any Customer Content.

- 6.2. **Intellectual Property.** Each of Customer and Later Influence remains the sole and exclusive owner of all right, title and interest in and to its own trademarks, service marks, trade names, image, character, logos, domain names and other distinctive brand features or other identification (“IP”). Customer hereby grants to Later Influence a nonexclusive, worldwide, royalty-free, fully paid up, nonsublicensable (except to contractors performing services on behalf of Customer or Later Influence solely for the purpose of this Campaign Services Agreement), nontransferable, right and license to copy, display and otherwise use Customer’s IP in connection with this Campaign Services Agreement and the Campaign Services. Customer will similarly grant such right to any Creator engaged as a part of a Campaign under a SO.
- 6.3. **Later Influence Work Product.** Customer acknowledges that in the course of performing the Campaign Services, Later Influence may create works of authorship (collectively “**Later Influence Work Product**”). Subject to Customer’s rights in the Customer Confidential Information and Customer Content, Later Influence shall own all right title and interest in such Later Influence Work Product, including all intellectual property rights therein and thereto. If any Later Influence Work Product is delivered to Customer pursuant to or in connection with the performance of Campaign Services, except for any products made available under a separate license, Later Influence grants Customer an irrevocable, perpetual, nonexclusive, worldwide, royalty-free right and license to use, execute, reproduce, display, perform, distribute (internally and externally), transfer, exploit and make derivative works of any such Later Influence Work Product. It is agreed and understood that Later Influence provides products and services to other parties which are or may be substantially similar to the Campaign Services or Later Influence Work Product. Nothing in this Campaign Services Agreement will be construed as preventing Later Influence from using its own ideas, know-how, approaches, methodologies, concepts, skills, tools, techniques, expressions, and/or processes that Later Influence may acquire, possess, develop, or refine for the benefit of third parties, provided that Later Influence does not use or disclose Customer’s Confidential Information.
- 6.4. **Creator Work Product.** Customer acknowledges and agrees that its right to title and interest in any Creator Work Product will be those set out in the agreement negotiated with the particular Creator (each an “**Influencer Agreement**”). To the extent that Customer engages Later Influence to assist with the negotiation of Influencer Agreement, then Later Influence will use reasonable efforts to help Customer obtain the rights it seeks from the applicable Creator using a form of Influencer Agreement provided by and/or approved by Customer. For added clarity, Creator Work Product is not Later Influence Work Product.
- 6.5. **Public Statements.** Neither party will knowingly portray the other in a false, misleading, or derogatory manner. Customer agrees that Later Influence may include Customer on its website and/or in its marketing materials to identify Customer as a customer of Later Influence including by using Customer’s name and/or logo. The parties agree to collaborate on any press releases, marketing inquiries, and case studies and all such joint marketing activities shall be mutually agreed upon prior to publication.
7. **Later Influence Data.**
  - 7.1. **Later Influence Data.** Later Influence utilizes the Later Influence Platform and its proprietary Later Influence Data to provide the Campaign Services. “**Later Influence Data**” means any and all data or information provided or otherwise made available by Later Influence to Customer under this Campaign Services Agreement in performing the Campaign Services and includes any data generated, collected by or through the Later Influence Platform in the course of providing or



otherwise related to the performance of the Campaign Services. Subject to the terms and conditions of this Campaign Services Campaign Services Agreement, Later Influence hereby grants Customer a royalty-free, nonexclusive, nonsublicensable, nontransferable (except as expressly permitted herein) license, during the term of this Campaign Services Agreement, to use the Later Influence Data solely for the purposes of this Campaign Services Agreement and/or an applicable SO. Except as expressly set forth herein, Customer acquires no rights or interests in the Later Influence Data under this Campaign Services Agreement.

8. **Representations and Warranties.**

8.1. **Mutual Representations and Warranties.** Each party represents and warrants to the other party that:

- 8.1.1. it is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its formation;
- 8.1.2. it has the power, authority, and rights to enter into and perform its obligations under this Campaign Services Agreement; and
- 8.1.3. this Campaign Services Agreement does not breach any agreement, obligation, or understanding that it has with any other party.

8.2. **Later Influence Representations and Warranties.** Later Influence represents and warrants that:

- 8.2.1. to its knowledge, the Later Influence Work Product does not infringe upon or violate the patent, copyright, trademark, trade secret or other proprietary rights of any third party; and
- 8.2.2. it will comply with all laws applicable to Later Influence's business in the performance of the Campaign Services under this Campaign Services Agreement.

8.3. **Customer Representations and Warranties.** Customer represents and warrants that:

- 8.3.1. all Customer Materials disclosed or to be disclosed to Later Influence under this Campaign Services Agreement do not infringe upon or violate the patent, copyright, trademark, trade secret or other proprietary rights of any third party;
- 8.3.2. it will comply with all laws applicable to Customer's business in the performance of its obligations under this Campaign Services Agreement;
- 8.3.3. any and all information or materials, including Customer Materials, provided to Later Influence in order to provide the Campaign Services (including, without limitation, information respecting the Customer's products and Campaign services) is and will be true and not misleading in any material respect; and
- 8.3.4. any person that it allows to provide instruction to Later Influence has the authority to act on its behalf in all matters regarding the Campaign Services.

9. **Confidentiality.** Each party agrees that all know-how, business, technical and financial information it ("**Receiving Party**") obtains from the disclosing party ("**Disclosing Party**") constitute the confidential property of the Disclosing Party ("**Confidential Information**"), provided that it is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be Confidential Information due to the nature of the information disclosed and



the circumstances surrounding the disclosure. Confidential Information excludes information that: (a) was in the public domain at the time it was disclosed or has become in the public domain through no fault of the Receiving Party; (b) was known to the Receiving Party, without restriction, at the time of disclosure, as demonstrated by files in existence at the time of disclosure; (c) is disclosed with the prior written approval of the Disclosing Party; (d) was independently developed by the Receiving Party without any use of Confidential Information of the Disclosing Party; or (e) becomes known to the Receiving Party, without restriction, from a source other than the Disclosing Party. The Receiving Party shall not: (i) disclose any Confidential Information to any third party, except as otherwise permitted under this Campaign Services Agreement; (ii) make any use of Confidential Information except: (A) to exercise its rights and perform its obligations under this Campaign Services Agreement; or (B) in connection with the parties' ongoing business relationship; or (iii) make Confidential Information available to any of its employees or consultants except those that have agreed to obligations of confidentiality at least as restrictive as those set forth herein and have a "need to know" such Confidential Information. The Receiving Party is liable for all acts and omissions of its employees and consultants to the extent that such act or omission would be a breach of this Campaign Services Agreement if done by Receiving Party. The Receiving Party shall be held to the same standard of care as it applies to its own information and materials of a similar nature, and no less than reasonable care. The Receiving Party may disclose the other party's Confidential Information to the extent such disclosure is required by order or requirement of a court, administrative agency, or other governmental body, but only if the Receiving Party provides prompt written notice thereof to the Disclosing Party to enable the Disclosing Party to seek a protective order or otherwise prevent or restrict such disclosure. The Receiving Party shall protect Confidential Information in the manner provided herein for five (5) years after receipt thereof; provided that, to the extent the Confidential Information constitutes a trade secret(s) under law and such Confidential Information is marked as containing trade secret materials, the Receiving Party agrees to protect such information for so long as it qualifies a trade secret under applicable law. Notwithstanding anything to the contrary herein, the terms and conditions of this Campaign Services Agreement shall constitute the Confidential Information of each party.

Each party acknowledges that Confidential information is special, unique, unusual, extraordinary, and of an intellectual character, the loss of which cannot be reasonably or adequately compensated in damages in an action at law. In the event of actual or threatened breach of the provisions of this section, the non-breaching party will be entitled to seek immediate injunctive and other equitable relief, without waiving any other rights or remedies available to it. Each party shall promptly notify the other in writing if it becomes aware of any violations of the confidentiality obligations set forth in this Campaign Services Agreement. Customer acknowledges and agrees that Later Influence is in the business of providing products and services to third parties which are or may be substantially similar to the Campaign Services being developed for Customer. Later Influence is free to use all of Later Influence' ideas, know-how, approaches, methodologies, concepts, skills, tools, techniques, expressions, and processes, irrespective of whether possessed by Later Influence prior to, or acquired, developed, or refined by Later Influence. It is not the intent of this Campaign Services Agreement to prevent Later Influence from pursuing its stated business by independently creating such original but similar works for the benefit of third parties provided that Later Influence does not use or disclose Customer's Confidential Information.

**10. Indemnities, Disclaimer and Limit of Liability.**

- 10.1. Later Influence Indemnity.** Later Influence will indemnify, release, defend, and hold Customer and their respective officers, employees, directors, shareholders, and each of their respective successors and assigns harmless from and against any liabilities, losses, damages, costs, fines,



penalties, interest, and expenses (including, without limitation, reasonable attorneys fees and expenses) on account of any third-party claim, suit, action, demand, complaint, investigation or proceeding (collectively, the “**Claims and Losses**”) caused solely by (a) the Campaign Services’ or Later Influence Work Product’s violation, infringement, or misappropriation any intellectual property right of any third party, (b) Later Influence’s gross negligence, wilful misconduct, or intentional fraudulent acts, or (c) personal injury, death, and property damage to the extent arising out of Later Influence’s gross negligence or willful misconduct. Notwithstanding the foregoing, Later Influence will not have any obligation for any Claims and Losses that: (a) result from Customer’s combination of the Later Influence Work Product with Customer Content; (b) result from any modification of the Later Influence Work Product that is not approved or provided by Later Influence, (c) relate to Campaign Services or Later Influence Work Product reviewed and approved by Customer, or (c) are based upon, instructions, information, or materials provided to Later Influence by Customer.

- 10.2. **Customer Indemnity Obligation.** Customer will indemnify, release, defend and hold harmless Later Influence and the officers, directors, agents, and employees of Later Influence against any Claims and Losses arising from (a) Customer’s gross negligence, wilful misconduct, or intentional fraudulent acts, (b) the Customer Content or Incentive Products violate, infringe, or misappropriate any right (including, without limitation, any Intellectual Property Right) of any third party, (c) Customer Content, (d) instructions from Customer to Later Influence which Later Influence follows to perform its obligations herein (for clarity, Customers review and approval of any Campaign Services or Work Product will constitute instructions from Customer to Later Influence), (d) the Influencer Agreement, and (e) Customer’s violation of applicable laws.
- 10.3. **Indemnity Procedure.** Indemnifying Party will respond to requests for indemnity or defense within 10 days of its receipt of the request. If Indemnifying Party either (a) refuses to indemnify or defend the Indemnified Parties as required in this Campaign Services Agreement, or fails to respond to the request within the required time period, or (b) indemnifies or defends the Indemnified Parties for the matters set forth in this Campaign Services Agreement under a reservation of rights, then Indemnified Parties may, in its sole discretion, select counsel of its choice and control the defense and settlement of the related Claims and Losses and Indemnifying Party will pay all defense costs incurred by Indemnified Parties in connection therewith. Indemnifying Party may use counsel of its own choosing in connection with any such indemnity only if (i) it indemnifies the Indemnified Parties without any reservation of rights, and (ii) there is no potential conflict of interest as a result of such counsel’s joint representation of Later Influence and Customer. Indemnified Parties may participate, at its expense, in the defense of any Claims and Losses. Either party may not settle any Claims and Losses without the other party’s approval, which shall not be unreasonably withheld.
- 10.4. **General Disclaimer.** EXCEPT AS EXPLICITLY PROVIDED IN THIS CAMPAIGN SERVICES AGREEMENT, THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES, WHICH ARE EXPRESSLY DISCLAIMED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. LATER INFLUENCE WILL NOT BE LIABLE FOR ANY CLAIMS, LOSS, DAMAGE, OR DEFICIENCIES IN THE CAMPAIGN SERVICES, ARISING FROM INACCURATE, INCOMPLETE, OR OTHERWISE DEFECTIVE INFORMATION AND MATERIALS SUPPLIED BY CUSTOMER OR RELATED IN ANY WAY TO CREATOR WORK PRODUCT. LATER INFLUENCE WILL NOT BE HELD RESPONSIBLE FOR ANY ACTIONS IT TAKES BASED ON THE VERBAL OR WRITTEN INSTRUCTIONS OR APPROVALS OF ANY INDIVIDUAL ACTING ON BEHALF OF CUSTOMER. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL (A) EITHER PARTY BE LIABLE TO THE OTHER PARTY HEREUNDER FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR INCIDENTAL DAMAGES



(INCLUDING LOSS OF PROFIT OR GOODWILL), WHETHER FOR BREACH OF WARRANTY, BREACH OF CONTRACT, REPUDIATION OF CONTRACT, TERMINATION, NEGLIGENCE, OR OTHERWISE, EVEN IF IT SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (B) EITHER PARTY'S TOTAL AGGREGATE LIABILITY ARISING FROM OR PURSUANT TO THIS CAMPAIGN SERVICES AGREEMENT EXCEED ANY DIRECT DAMAGES IN EXCESS OF THE AMOUNTS PAID OR PAYABLE TO LATER INFLUENCE BY CUSTOMER UNDER THIS CAMPAIGN SERVICES AGREEMENT IN THE PRECEDING TWELVE (12) MONTHS. THIS LIMITATION OF LIABILITY SHALL APPLY EQUALLY AS A LIMITATION OF INDEMNITY.

- 10.5. **Template Documents.** Later Influence may make available to Customer certain template documents that could be useful to Customer in connection with this Campaign Services Agreement including, without limitation, a template Influencer Agreement (the “**Template Documents**”). LATER INFLUENCE MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE TEMPLATE DOCUMENTS. CUSTOMER ACKNOWLEDGES AND AGREES THAT LATER INFLUENCE IS NOT PROVIDING ANY LEGAL OR OTHER ADVICE WITH RESPECT TO THE TEMPLATE DOCUMENTS. LATER INFLUENCE IS NOT A LAW FIRM AND IS NOT ENGAGED IN THE PRACTICE OF LAW. THE TEMPLATE DOCUMENTS SHOULD NOT BE USED IN LIEU OF THE ADVICE OF COMPETENT LEGAL COUNSEL. CUSTOMER AGREES THAT CUSTOMER, AND NOT LATER INFLUENCE, MUST EVALUATE AND BEAR ALL RISKS ASSOCIATED WITH THE USE OF THE TEMPLATE DOCUMENTS, INCLUDING ANY RELIANCE ON THE ACCURACY, LEGALITY, APPROPRIATENESS, COMPLETENESS OR USEFULNESS OF ANY SUCH TEMPLATE DOCUMENTS. CUSTOMER IS RESPONSIBLE FOR INFORMING ITSELF OF THE LAWS AND REGULATIONS APPLICABLE TO ITS JURISDICTION AND FOR COMPLYING WITH THEM. LATER INFLUENCE HAS NO CONTROL OVER THE CONDUCT OF CUSTOMER OR CREATORS, AND LATER INFLUENCE DISCLAIMS ALL LIABILITY WITH RESPECT TO ANY INFLUENCER AGREEMENTS, CREATOR WORK PRODUCT, AND THE RELATIONSHIP BETWEEN CUSTOMER AND CREATOR TO THE MAXIMUM EXTENT PERMITTED BY LAW.
11. **General**
- 11.1. **Severability.** If any provision of this Campaign Services Agreement is adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited to the minimum extent necessary so that this Campaign Services Agreement shall otherwise remain in effect.
- 11.2. **Governing Law; Jurisdiction and Venue.** This Campaign Services Agreement shall be governed by the laws of the Commonwealth of Massachusetts and the United States without regard to conflicts of laws provisions thereof, and without regard to the United Nations Convention on the International Sale of Goods or the Uniform Computer Information Transactions Act (UCITA). The exclusive jurisdiction and venue for actions related to the subject matter hereof shall be the Commonwealth of Massachusetts and United States federal courts located in Boston, Massachusetts and both parties irrevocably consent to such personal jurisdiction of such courts and waive all objections thereto.
- 11.3. **Notices and Reports.** Any notice or report hereunder shall be in writing to the notice address set forth above and shall be deemed given upon delivery if sent by: (a) personal delivery; (b) certified or registered U.S. mail (return receipt requested); or (c) overnight commercial delivery service. In all cases, a copy of any notice to Later Influence must be sent by email to: [legal@later.com](mailto:legal@later.com).
- 11.4. **Amendments; Waivers.** No supplement, modification, or amendment of this Campaign Services Agreement shall be binding, unless executed in writing by a duly authorized representative of





each party to this Campaign Services Agreement. No waiver will be implied from conduct or failure to enforce or exercise rights under this Campaign Services Agreement, nor will any waiver be effective unless in a writing signed by a duly authorized representative on behalf of the party claimed to have waived. No provision of any purchase order or other business form employed by either party will supersede the terms and conditions of this Campaign Services Agreement, and any such document relating to this Campaign Services Agreement shall be for administrative purposes only and shall have no legal effect.

- 11.5. **Entire Agreement.** This Campaign Services Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Campaign Services Agreement including, but not limited to. As between Later Influence and Customer, no supplement, amendment, modification or waiver of the terms of this Campaign Services Agreement will be effective unless in writing and signed by both parties. No provision of any purchase order, click-through agreement or other form employed or provided by Customer will supersede the terms and conditions of this Agreement, and any such document relating to this Agreement shall be for administrative purposes only and shall have no legal effect. If an inconsistency exists between the terms of this Campaign Services Agreement and the terms of an SO, the terms of the SO will prevail for the purposes of that SO only.
- 11.6. **Independent Contractors.** The parties to this Campaign Services Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise or agency created hereby between the parties. Except as expressly set out herein, neither party will have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.
- 11.7. **Force Majeure.** Neither party shall be liable to the other for any delay or failure to perform any obligation under this Campaign Services Agreement (except for a failure to pay fees) if the delay or failure is due to events which are beyond the reasonable control of such party, including but not limited to any strike, blockade, war, act of terrorism, riot, epidemic, pandemic, natural disaster, failure or diminishment of power or of telecommunications or data networks or services, or refusal of approval of a license by a government agency.
- 11.8. **Assignment.** This Campaign Services Agreement does not confer any third party beneficiary rights and does not create a joint venture, partnership or employment relationship between the parties. Except as expressly provided herein, neither party has the right, power or authority to create any obligation or duty, express or implied, on behalf of the other. This Campaign Services Agreement inures to the benefit of and is binding upon the parties and their respective legal representatives, successors, and assigns. Customer may not directly or indirectly, including by assignment, operation of law or change of control, transfer or assign this Campaign Services Agreement without Later Influence's prior written consent.
- 11.9. **Compliance.** Customer will not use the Campaign Services in a way that is prohibited by applicable law, including without limitation export control, economic sanctions programs, the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act. Applicable export control or economic sanctions programs may include U.S. export control laws such as the Export Administration Regulations and the International Traffic in Arms Regulations, and U.S. economic sanctions programs that are or may be maintained by the U.S. Government.
- 11.10. **Headings.** The headings in this Campaign Services Agreement are for purposes of reference only and will not in any way limit or affect the meaning or interpretation of any of the terms hereof.

IN WITNESS WHEREOF, the parties have entered this Campaign Services Agreement as of the Effective



Date.