



Later Social Software-as-a-Service Addendum

This Later Social Software-as-a-Service Addendum ("Addendum") supplements and modifies the Software-as-a-Service Agreement ("Agreement") between Mavrck LLC dba Later ("Later") and the customer identified in the applicable Sales Order ("Customer"). These Terms apply to Customer's use of Later Social Products, as defined below. By executing a Sales Order ("SO") that references this Addendum, Customer agrees to be bound by this Addendum.

1. **Definitions:** The following definitions are added to the Agreement:

a. **"Customer Data"** means any and all user data or information provided or otherwise made available by Customer to Later under this Agreement in connection with the Later Social Products, including, without limitation, any data or information provided via the Later Social Products.

b. **"Later Social Products"** means a subscription to the Later Social software-as-a-service social media management platform and associated scheduling, analytics, and content creation tools ("**Later Social**") and/OR the Later Social social listening feature ("**Social Listening**").

c. **"Customer Later Social Content"** means any information, text, graphics, videos, or other material that Customer posts, links, stores, shares and otherwise makes available via the Later Social Platform.

2. **Scope:** The Agreement is hereby amended to include Later Social Products within the scope of services provided by Later to Customer.

3. **Later Social and Social Listening Supplemental Terms:** The following terms are added to the Agreement:

a. **Customer Later Social Content:** Customer may post, link, store, share and otherwise make available Customer Later Social Content via Later Social. Customer is responsible for the Customer Later Social Content that Customer posts to Later Social, including its legality, reliability, and appropriateness. By posting, uploading or otherwise submitting Customer Later Social Content to Later Social, Customer grants Later and its affiliates the right and license to use, modify, publicly perform, publicly display, reproduce, and distribute such Customer Later Social Content on and through Later Social. Except as otherwise expressly set out herein, Customer retains any and all rights to any Customer Later Social Content submitted, posted, uploaded, or displayed on or through Later Social and Customer is responsible for protecting those rights. Customer represents and warrants that: (i) Customer owns all Customer Later Social Content or has the right to use it and grant Later the rights and license as provided in these Terms, and (ii) the posting, uploading or submitting of Customer Later Social Content on or through the Later Social Platform does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person. Later reserves all rights to block or remove any Customer Later Social Content or other communications or materials that Later determines to be: (i) abusive, defamatory, or obscene; (ii) fraudulent, deceptive, or misleading; (iii) in violation of a copyright, trademark or, other intellectual property right of another or; (iv) offensive or otherwise unacceptable to Later in its sole discretion. Customer acknowledges that Later is acting as a passive conduit for the ability to view and distribute only and is not undertaking any obligation or liability relating to any contents or activities on Later Social.



b. **Social Listening:** If Customer exceeds the number of mentions purchased in the applicable SO, then Later may, in its sole discretion, charge Customer for additional mentions or temporarily suspend your access to further mentions until the next billing cycle. Social Listening is only accessible by Customers with an active Later Social account subscription purchased via a SO or by credit card directly through the Later website with a linked social media account. If Customer's Later Social account is not in good standing or if for any reason Customer is unable to link their social media account (including due to a suspension or disruption of such social media account by the third party social media website provider) then Customer may not be able to access Social Listening temporarily or at all.

c. **Data Use:** Subject to the terms and conditions of this Agreement, Customer hereby grants to Later: (a) a nonexclusive, worldwide, royalty-free, fully paid up, nonsublicensable (except to contractors performing services on behalf of Customer or Later), nontransferable right and license to copy, distribute, display, modify and otherwise use the Customer Data (1) in connection with making available Later Social to Customer hereunder, (2) to internally develop and improve its products and services, and (3) to create aggregated or anonymized statistical and usage data from such Customer Data (the "Aggregated Data"); and (b) a nonexclusive, worldwide, perpetual, irrevocable, royalty-free, fully paid up, sublicensable (through multiple tiers), transferable right and license to copy, distribute, display, modify and otherwise use the Aggregated Data, including to combine and incorporate such Aggregated Data with or into other data and information available, derived or obtained from other sources.

d. **Later Social and Social Listening Disclaimers:** i. THE LATER SOCIAL PRODUCTS ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. ii. LATER DOES NOT WARRANT THAT THE LATER SOCIAL PRODUCTS WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE. iii. LATER DISCLAIMS ANY AND ALL WARRANTIES REGARDING THE ACCURACY, COMPLETENESS, OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE LATER SOCIAL PRODUCTS. iv. LATER DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE LATER SOCIAL PRODUCTS IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE.

e. **Limitation of Liability:** i. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL LATER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA, GOODWILL, OR USE, INCURRED BY CUSTOMER OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT, TORT, OR OTHERWISE, EVEN IF LATER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ii. LATER'S TOTAL AGGREGATE LIABILITY ARISING FROM OR RELATED TO THE LATER SOCIAL PRODUCTS SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER FOR THE LATER SOCIAL PRODUCTS IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE LIABILITY. iii. THE LIMITATIONS OF LIABILITY IN THIS SECTION SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

f. **Third-Party Services and Content:** i. The Later Social Products may integrate with or enable access to third-party services, websites, or content. Later does not control these third-party services and is not responsible for their content, operation, or use. ii. Customer's use of such third-party services may be subject to separate terms and conditions and privacy policies. Customer is solely responsible for reviewing and complying with any such third-party terms.



4. **Automatic Renewal.** All SOs shall automatically renew for additional terms of the same length, unless Customer provides Later with written notice of non-renewal no less than ninety (90) days prior to the expiration of the then current term.

5. **Compliance with Laws:** Customer agrees to use the Later Social Products in compliance with all applicable laws, regulations, and third-party rights, including but not limited to laws regarding the import or export of data or software, privacy, and local laws. Customer will not use the Later Social Products to encourage or promote illegal activity or violation of third-party rights.

6. **Indemnification:** Customer agrees to indemnify, defend, and hold harmless Later and its affiliates, officers, directors, employees, and agents from and against any and all claims, liabilities, damages, losses, costs, expenses, or fees (including reasonable attorneys' fees) that such parties may incur as a result of or arising from Customer's (or anyone using Customer's account's) violation of these terms or misuse of the Later Social Products.

7. **Conflict:** In the event of any conflict between the terms of this Addendum and the Agreement, the terms of this Addendum shall prevail with respect to Later Social Products.

8. **No Other Changes:** Except as expressly modified by this Addendum, all terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date the applicable SO is last signed.