



MASTER SERVICES AGREEMENT

LAST UPDATED: OCTOBER 13, 2026

By executing a Sales Order or Insertion Order (each an “IO”) that incorporates by reference this Master Services Agreement (“**Master Services Agreement**” or “**Agreement**”), the individual, company, business, corporation or other entity identified in the applicable IO (“**Customer**”) accepts and agrees to this Agreement with Mavrck LLC dba Later, a Delaware limited liability company (“**Later**”). This Agreement was formerly titled the Campaign Services Agreement (“**CSA**”) and has been renamed and updated as of the “Last Updated” date above. Any IO that incorporates the CSA by reference incorporates this Agreement, and all references to the Campaign Services Agreement or CSA in any IO, addendum, exhibit, or other document between Later and Customer will be deemed references to this Agreement. This Agreement is effective as of the date that the first IO between Customer and Later incorporating this Agreement is last signed (the “**Effective Date**”). All definitions in this Agreement and each IO apply both to their singular and plural forms, as the context may require. In consideration of the promises and covenants contained herein, the parties agree as follows:

1. Campaign Services.

- 1.1. **Introduction.** Later will provide comprehensive creator marketing services combining strategic planning, creator partnerships, content production, and performance optimization subject to the terms and conditions below (“**Campaign Services**”). The parties will enter into one or more IOs that will indicate the scope of the Campaign Services. Each IO will be deemed part of this Agreement, whether or not specifically referenced or incorporated.
- 1.2. **Later Platform Access.** Later may provide Customer limited access to the Later proprietary software platform to interact with Later for the purpose of approving Creators, Creator Content (defined below), and similar interactions in connection with the Campaign Services.
- 1.3. **Creator Sourcing.** If Customer engages Later to source social media creators (“**Creators**”) for a campaign, Later will use commercially reasonable efforts to engage the desired Creators, but does not guarantee that any specific Creator will be available or willing to participate. If Later is unable to engage a desired Creator, Later will propose alternative Creators for Customer’s approval (e-mail acceptable).
- 1.4. **Products.** If an IO requires Later to manage or deliver any Products to Creators on behalf of Customer, Customer agrees that (a) “**Products**” means any products or other materials provided by Customer to Later pursuant to an IO (such as gift cards or merchandise) to be delivered to Creators, (b) Customer will only provide Later with Products for delivery if it has the necessary rights and authority to do so, and (c) Later is a bailee of the Products and will forward the Products to the applicable Creator on Customer’s behalf. Later is not a seller or a distributor of any Products. Title to all Products will remain with Customer until delivered to the applicable Creator, at which time title will pass directly from Customer to such Creator.
- 1.5. **Affiliate Tracking and Payments.** Campaign Services that involve affiliate tracking and payments require Customer to enroll with a supported affiliate network. All affiliate payments will be processed through Customer’s account with the supported affiliate network and are contingent upon the availability of sufficient funds in such account.

2. Customer Cooperation.

- 2.1. **Customer Engagement.** Customer understands and agrees that Later’s ability to provide Campaign Services depends on Customer’s cooperation and engagement. Customer will provide Later with such cooperation, materials, information, access, and support that Later reasonably requires to provide the Campaign Services including: (a) ensuring that its personnel is available to instruct Later, perform Customer’s obligations under this Agreement, and otherwise assist Later as reasonably needed; and (b) providing all Customer Content (as defined in Section 5.1) required to enable Later to deliver the Campaign Services.
- 2.2. **Customer Approval.** For Campaign Services that include social media content to be produced by a Creator (“**Creator Content**”), Customer will review and approve all Creator Content before it is posted by the Creator. Customer agrees to complete this review and approval promptly, and Later will not be responsible for any delays to the Campaign Services caused by Customer’s delay. Notwithstanding the foregoing, Campaign Services designated on an IO as “Bottom Funnel” do not include the review or approval of any Creator Content by Customer or Later.

- 2.3. **IO Changes and Estimates.** Customer understands and agrees that (a) any request to change the Campaign Services set forth in an IO, including any change to the scope, may result in additional fees or delays in the delivery of the Campaign Services, and (b) the timelines, performance targets, metrics, audience reach, engagement rates, conversion metrics, and/or other projections set forth in an IO are estimates only and are not guaranteed.

3. **Term and Termination**

- 3.1. **Term.** This Agreement continues from the Effective Date until terminated according to this Section ("**Term**").
- 3.2. **Termination.** Either party may terminate this Agreement (including all outstanding IOs) if the other party: (a) fails to cure any material breach of this Agreement within 30 days after receipt of written notice describing such breach; (b) ceases operation without a successor; or (c) becomes subject to any bankruptcy, receivership, trust deed, creditors arrangement, composition, or comparable proceeding that is voluntary or, if not voluntary, is not dismissed within 60 days of its commencement. In addition, either party may terminate this Agreement if there are no active IOs and no Fees (defined below) or any other amounts are owed by Customer to Later, by providing the other party with at least 30 days prior written notice.
- 3.3. **Effects of Termination.** Upon expiration or termination of this Agreement: (a) all amounts owed to Later through expiration or the effective date of termination will be due and payable as set forth in Section 4.1 below; and (b) upon the written request of a party (email acceptable) the other party will return or destroy the other party's Confidential Information. Sections 3.3, 4, 5, 6, 7, 8, 9, and 10 will survive termination or expiration of this Agreement.

4. **Compensation.**

- 4.1. **Payment Terms.** Customer will pay all fees or other amounts for Campaign Services specified in the applicable IO ("**Fees**"). Unless otherwise set forth in the applicable IO, all Fees will be invoiced in advance and due upon invoice receipt. A late fee may be charged by Later 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. Customer agrees to pay all reasonable attorneys' fees and costs incurred for collection of past due undisputed amounts.
- 4.2. **Taxes.** All Fees are exclusive of and subject to applicable taxes. Customer is responsible for all taxes, withholdings, duties and levies arising from each IO, excluding: (a) taxes based on Later's income; and (b) taxes or withholdings associated with the payment to its subcontractors and Creators Later engages to provide Campaign Services. All payments made under each IO will be paid in full without reduction for any taxes, including any direct or indirect taxes, customs duties, levies, fees, excises, or tariffs. Notwithstanding the foregoing, Customer is entitled to deduct and withhold amounts required to be deducted or withheld under applicable law, provided that Customer: (a) timely remits the deducted or withheld amount to the appropriate tax authority, (b) provides Later with documentation evidencing the payment, in a form sufficient to support any tax credit or refund claim by Later, within 30 days of remittance, (c) cooperates with Later as reasonably requested to support foreign tax credits Later may claim attributable to Withholding Taxes, and (d) indemnifies Later for any foreign tax credits disallowed by a tax authority, including any associated interest and penalties, to the extent such disallowance results from the Customer's failure to comply with its obligations to timely provide the documentation required hereunder. Nothing in this Section relieves Later of any obligation under applicable law to collect taxes, duties or levies, or to make withholdings, in connection with its own performance of Campaign Services or payments to subcontractors or Creators.

5. **Intellectual Property.**

- 5.1. **Customer Content.** "**Customer Content**" means any content Customer provides or makes available to Later or Creators under this Agreement, including trademarks, service marks, trade names, characters, logos, domain names, promotional materials, images, photos, video, sound recordings, musical works or other works of authorship, and any other information, instructions, or materials describing Customer's products or services. Subject to the terms of this Agreement, Customer grants Later a nonexclusive, worldwide, royalty-free, fully paid up, nonsublicensable (except to contractors and Creators performing services on behalf of Customer), nontransferable license to copy, distribute, display, modify and otherwise use Customer Content to provide the Campaign Services in accordance with this Agreement. Customer also grants the same rights to each Creator engaged in a Campaign under an IO solely to fulfill Creator's obligations under that IO. Customer reserves all right, title and interest in and to Customer Content except for the rights expressly granted under this Agreement or an IO. Customer is solely responsible for maintaining copies, duplicates, and back-ups of all Customer Content.

- 5.2. **Creator Content.** Customer's usage rights in and to the Creator Content will be included in the IO for each campaign. After the applicable IO is fully executed, Later will use commercially reasonable efforts to obtain Customer's requested usage rights from the applicable Creator ("**Usage Rights**"); provided however, all such rights are subject to Creator's approval and agreement. If Later is unable to obtain the Usage Rights set forth in the IO from the Creators chosen by Customer, the parties will discuss in good faith and mutually agree in writing (e-mail acceptable) to one or more of the following: (a) modify the scope of the Usage Rights, (b) select different Creators, or (c) adjust the budget set forth in the IO. Customer acknowledges that Creator Content may be featured within the Later Platform or in Later's marketing materials at Later's discretion.
- 5.3. **Ownership.** As between Customer and Later, and subject to the licenses expressly granted herein, (a) Customer will retain ownership of the Customer Content, and (b) Later will retain ownership of the know-how, templates, data, methods, and campaign strategies ("**Later Background IP**") used by Later to provide the Campaign Services. Subject to the terms of this Agreement, Later grants Customer a royalty-free, nonexclusive, nonsublicensable, nontransferable license, during the term of the applicable IO, to use the Later Background IP solely for the purposes contemplated by such IO. Customer acknowledges and agrees that unless otherwise expressly set forth in an applicable IO, Creators will own all Creator Content. Customer and Later expressly reserve all rights not expressly granted in this Agreement.
6. **Representations and Warranties.**
- 6.1 **Mutual Representations and Warranties.** Each party represents and warrants that: (a) it is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its formation; (b) it has the power, authority, and rights to enter into and perform its respective obligations under this Agreement, including each IO; and (c) this Agreement does not breach any agreement, obligation, or understanding that it has with any other party.
- 6.2 **Later Representations and Warranties.** Later represents and warrants that: (a) the Campaign Services will be performed in a good and workmanlike manner by qualified personnel with the requisite skill and experience to perform the Campaign Services; (b) the Later Background IP does not infringe or misappropriate the copyright, trademark, or trade secret of any third party; and (c) it will comply with all laws applicable to Later's business in the performance of the Campaign Services.
- 6.3 **Customer Representations and Warranties.** Customer represents and warrants that: (a) all Customer Content and Products disclosed or made available to Later in connection with this Agreement do not infringe upon or misappropriate the copyright, trademark, or trade secret of any third party; (b) it and the Customer Content and Products will comply with all laws applicable to Customer's business and in the performance of its obligations under this Agreement and each IO; (c) all Customer Content and Products, provided or made available to Later in connection with this Agreement is and will be true and not misleading in any material respect; and (d) any person that it allows to provide instruction to Later has the authority to act on Customer's behalf regarding the Campaign Services.
7. **Confidentiality.** Each party agrees that all know-how, business, technical and financial information that the receiving party ("**Receiving Party**") obtains from the disclosing party ("**Disclosing Party**") constitutes confidential information of the Disclosing Party ("**Confidential Information**"), provided that it is either identified as confidential at the time of disclosure or should be reasonably understood by the Receiving Party to be Confidential Information due to the nature of the information. Confidential Information does not include information that: (a) was in the public domain at the time of disclosure or becomes publicly known through no fault of the Receiving Party; (b) is in the possession of the Receiving Party at the time of disclosure without confidentiality obligations; (c) is disclosed with the prior written approval of the Disclosing Party; or (d) is independently developed by the Receiving Party without use of or reference to the Confidential Information. The Receiving Party will not: (i) disclose Confidential Information to a third party, except as otherwise permitted under this Agreement; (ii) use Confidential Information except to exercise its rights or perform its obligations under this Agreement; or (iii) disclose Confidential Information to its employees or consultants except those who have agreed to or are bound by confidentiality obligations at least as restrictive as those set forth herein. The Receiving Party is responsible for ensuring that its employees and consultants comply with the obligations set forth herein. The Receiving Party will protect Confidential Information using at least the same degree of care it uses to protect its own information of a similar nature, but in no event less than reasonable care. The Receiving Party may disclose the Confidential Information to the extent such disclosure is required by order, subpoena, or other requirement issued by a court, administrative agency, or other governmental body ("**Legal Requirement**"), provided that the Receiving Party provides prompt prior written notice to the Disclosing Party (to the extent legally permitted), and discloses only the minimum amount of the Confidential Information necessary to comply with the Legal Requirement. The Receiving Party will protect Confidential Information in accordance with this Section for two (2) years after the date of receipt; provided however, any such

Confidential Information that constitutes a trade secret and is marked as a trade secret, will be protected for as long as it qualifies a trade secret under applicable law. Each party acknowledges that a breach of this Section may cause irreparable harm for which monetary damages may not be an adequate remedy. Each party will promptly notify the other in writing if it becomes aware of any violation of these confidentiality obligations.

8. Indemnity.

- 8.1. **Later Indemnity.** Later will defend, indemnify, and hold harmless Customer and its affiliates and subsidiaries, and their respective officers, directors, managers, shareholders, and employees (collectively, “**Customer Indemnitees**”), from and against all third-party claims, whether actual or alleged, to the extent arising out of or in connection with any of the following (collectively, “**Later Claims**”): (i) Later’s breach of its representations and warranties in Section 6.2(b) or 6.2(c) above; (ii) any infringement or misappropriation of any third-party intellectual property by the Later Background IP used by Customer in accordance with this Agreement and each IO; or (iii) Later’s failure to pay any Creator for amounts that Customer has paid to Later for such purpose. Notwithstanding the foregoing, Later will have no obligation for any Later Claim that: (a) results from Customer’s combination of the Later Background IP with Customer Content or other materials not provided by Later, and would not have arisen but for such combination; (b) results from any modification of Later Background IP that was not approved or made by Later; or (c) is based on Later’s compliance with Customer’s written instructions or approvals.
- 8.2. **Customer Indemnity.** Customer will defend, indemnify, and hold harmless Later and its affiliates and subsidiaries, and their respective officers, directors, shareholders, and employees (collectively, “**Later Indemnitees**”), from and against all third-party claims, whether actual or alleged, to the extent arising out of or in connection with any of the following (collectively, “**Customer Claims**”): (i) Customer’s breach of the representations and warranties in Section 6.3 above; (ii) infringement, or misappropriation any third-party intellectual property rights by Customer Content or Products provided or made available by or on Customer’s behalf and used by Later in accordance with this Agreement, the applicable IO, and applicable law; (iii) Customer’s manufacture, sale or provision of its products or services, including any product liability, consumer protection, or false advertising claim; or (iv) Later’s compliance with Customer’s written instructions or approvals.
- 8.3. **Indemnity Procedure.** The indemnifying party is solely responsible for (i) defending all Later Claims or Customer Claims, as applicable, against the applicable indemnitee, subject to each indemnitee’s right to participate in the defense with counsel of its own choosing, at its own expense, and (ii) paying of all judgments, settlements, damages, losses, liabilities, costs, and expenses, including reasonable attorneys’ fees, awarded against, or incurred by, the applicable indemnitee in connection with the Later Claims or Customer Claims, as applicable. The indemnifying party will not agree to any settlement that imposes any obligation or liability on or requires any admission of fault by the applicable indemnitee without the indemnified party’s prior written consent, such consent not to be unreasonably withheld, conditioned, or delayed.

9. Warranty Disclaimer and Limitation of Liability.

- 9.1. **Warranty Disclaimer.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT INCLUDING ANY IO, (a) THE CAMPAIGN SERVICES AND CREATOR CONTENT ARE PROVIDED ON AN “AS IS” BASIS, WITHOUT WARRANTY, REPRESENTATION, CONDITION, OR GUARANTEE OF ANY KIND, EXPRESS OR IMPLIED, AND (b) THE PARTIES DISCLAIM ALL OTHER WARRANTIES, REPRESENTATIONS, CONDITIONS, OR GUARANTEES, INCLUDING WARRANTIES OF TITLE, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER ACKNOWLEDGES AND AGREES THAT LATER HAS NO CONTROL OVER THE CREATOR CONTENT AFTER IT IS PUBLISHED, POSTED, OR DISTRIBUTED IN THE PUBLIC DOMAIN PURSUANT TO THE APPLICABLE IO, OR AS OTHERWISE REQUESTED, DIRECTED, OR APPROVED BY CUSTOMER.
- 9.2. **Limitation of Liability.** EXCEPT FOR ACCRUED BUT UNPAID FEES PURSUANT TO EACH IO OR LIABILITY ARISING FROM A PARTY’S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, (a) THE AGGREGATE LIABILITY OF EACH PARTY, TOGETHER WITH THAT OF ITS AFFILIATES AND SUBSIDIARIES, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, MANAGERS, SHAREHOLDERS, AND EMPLOYEES, IN CONNECTION WITH THIS AGREEMENT AND EACH IO, UNDER ANY CAUSE OF ACTION OR THEORY (WHETHER IN CONTRACT, TORT, OR OTHERWISE) WILL NOT EXCEED THE AMOUNTS PAID OR PAYABLE BY CUSTOMER UNDER THE APPLICABLE IO GIVING RISE TO THE CLAIM, AND (b) NEITHER PARTY NOR ITS AFFILIATES OR SUBSIDIARIES, OR ITS OR THEIR RESPECTIVE OFFICERS, DIRECTORS, MANAGERS, SHAREHOLDERS, OR EMPLOYEES, WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING DAMAGES FOR LOST PROFITS, LOST REVENUE, GOODWILL, LOSS

OF DATA, OR OTHER INTANGIBLE LOSSES ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT AND ANY IO, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. LATER WILL HAVE NO LIABILITY ARISING FROM INACCURATE, INCOMPLETE, OR MISLEADING INFORMATION, CONTENT, OR MATERIALS SUPPLIED BY OR ON BEHALF OF CUSTOMER, OR ARISING FROM CREATOR CONTENT. THE LIMITATIONS IN THIS SECTION SHALL APPLY TO EACH PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 8.

10. General

- 10.1. **Governing Law; Jurisdiction and Venue.** This Agreement and each IO will be governed by the laws of the State of Delaware without regard to its conflicts/choice of laws provisions, and without regard to the United Nations Convention on the International Sale of Goods or the Uniform Computer Information Transactions Act. The exclusive jurisdiction and venue for actions related to the subject matter hereof will be the federal or state courts located in New Castle County, Delaware, and both parties irrevocably consent to the personal jurisdiction of such courts and waive all objections thereto.
- 10.2. **Independent Contractors; No Third-Party Beneficiaries.** When purchasing media, goods, or services on Customer's behalf, Later will have the right to act as an agent for Customer, its disclosed principal. Except for the foregoing, (a) neither party has any authority to act for, bind, or create any obligation on behalf of the other party, and (b) the parties are independent contractors. Nothing in this Agreement creates any partnership, joint venture, or employment relationship between the parties. Except for Sections 8 and 9.2 above, this Agreement does not confer rights, remedies, or benefits on any person or entity other than the parties hereto, and there are no third-party beneficiaries to this Agreement or any IO.
- 10.3. **Compliance.** Neither party will use the Campaign Services in violation of applicable law, including export control laws, economic sanctions programs, the U.S. Foreign Corrupt Practices Act, and the U.K. Bribery Act. Such export control laws and economic sanctions programs include the Export Administration Regulations and the International Traffic in Arms Regulations, and U.S. economic sanctions programs administered by the U.S. Government.
- 10.4. **Modifications and Assignment.** Customer may not directly or indirectly, including by assignment, operation of law or change of control, transfer or assign this Agreement without Later's prior written consent. Later may freely assign this Agreement. This Agreement is binding upon, and inures to the benefit of, the parties and their respective successors and permitted assigns. Later may amend, replace, or otherwise modify this Agreement from time to time by posting the modified version at later.com/agreements with an updated "Last Updated" date. Customer acknowledges and agrees that such posting constitutes sufficient notice for any modification of this Agreement.
- 10.5. **Publicity.** Later may include Customer on its website and/or in its marketing materials to identify Customer as a customer of Later including by using Customer's name and/or logo. The parties agree to collaborate on any press releases, marketing inquiries, and case studies, upon request.
- 10.6. **Force Majeure.** Neither party will be in breach of this Agreement or any IO or liable for damages for any delay or failure to perform its obligations under this Agreement, excluding Customer's payment obligations, if and to the extent the delay or failure is caused by an event beyond the party's commercially reasonable control that could not have been avoided or mitigated through reasonable diligence ("**Force Majeure Event**"). A Force Majeure Event may include any act of God, strike, labor dispute, blockade, war, act of terrorism, riot, civil unrest, epidemic, pandemic, natural disaster, failure or diminishment of power or of telecommunications or data networks or services, cyberattack, denial-of-service attack, or other malicious code, law, order, regulations, or refusal or revocation of a permit, license, or other approval by a government agency.
- 10.7. **Entire Agreement, Severability, Waiver, Notices, Counterparts.** If any provision of this Agreement or any IO is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement and each IO will remain in full force and effect. This Agreement and each IO are the complete and exclusive agreement of the parties with respect to the subject matter hereof, and supersede all prior and contemporaneous agreements, proposals, negotiations, representations, and communications, whether written or oral, relating to the same subject matter. No term or condition of any purchase order, invoice, vendor or payment portal, online form, click-through agreement or other document will modify, supplement, amend, or supersede this Agreement or any IO. Any such document is for administrative or convenience purposes only, and will have no force or effect, even if signed or acknowledged by Later. If there is a conflict or inconsistency between this Agreement and an IO, this Agreement will prevail unless such IO expressly supersedes this Agreement for the purposes of that IO only. Except as expressly set forth in this Agreement or any IO, all notices will be in writing and sent to Customer's address specified in the applicable IO and to Later at 60 State Street, Floor 8, Suite 810, Boston MA 02109 by (a) personal

delivery, (b) certified or registered U.S. mail (return receipt requested), or (c) overnight mail (e.g., FedEx or UPS), and will be deemed given upon delivery. In all cases, a copy of any legal notice to Later (e.g., termination, breach, or indemnity) must be also sent by email to legal@later.com. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.