



ENTERPRISE SOFTWARE-AS-A-SERVICE AGREEMENT

By executing a sales order ("**SO**") that incorporates by reference this Enterprise Software-as-a-Service Agreement ("**Agreement**") you (as an individual, company, business, corporation or other entity, "**Customer**") accept and agree to this Agreement. This Agreement constitutes a legal agreement between Mavrck LLC dba Later ("**Later**") 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. BACKGROUND

Later and Customer have entered, or will enter, into the sales order attached hereto as Exhibit A (the "**Initial SO**") and, from time to time, Later and Customer may enter into additional SOs that are governed by this Software-as-a-Service Agreement (including the Initial SO, each a "**SO**"), pursuant to which Customer will purchase rights to access and use certain Later Products for the brand specified in the SO (each a "**Brand**"). For clarity, if Customer is an agency, "Brand" includes the brands of Customer's own customers enumerated in the SO. This Agreement applies to the Later Products purchased by Customer pursuant to and enumerated in an applicable SO only. This Agreement does not apply to any Later Social products purchased directly through the Later website or application using a credit card, which shall remain subject to the Later Social Terms of Service available at www.later.com/terms. This Software-as-a-Service Agreement is incorporated by reference into each applicable SO to create separate agreements for the rights and services described therein. "**Later Products**" means Later products and/or services specified in an SO and includes: the Later Influence software-as-a-service influencer marketing platform ("**Later Influence Platform**") and related influencer identification, activation, engagement, incentive management and processing, dashboard and/or analytics products and licence support services (together with the Later Influence Platform, the "**Later Influence Products**"), a subscription to the Later Social software-as-a-service social media management platform and associated scheduling, analytics, and content creation tools (the "**Later Social**"), and the Later Social Social Listening feature ("**Social Listening**"). For clarity, the "Later Products" does not include content created by influencers engaged by Customer through the Later Influence Products ("**Influencer Content**") or Customer Content, as defined in Section 5.

2. SUBSCRIPTION AND LIMITATIONS OF USE

Subject to the terms and conditions of this Agreement, Later hereby grants to Customer, and Customer accepts, a non-transferable, non-sublicensable, non-exclusive right to access and use, in object code format only, the Later Products for its Brand(s), as specified in the applicable SO. Notwithstanding the foregoing, if Customer is an agency, Customer has a limited right to sublicense the foregoing rights to each Brand named in an applicable SO for and in connection with the evaluation, creation and engagement of influencers on behalf of such Brand. Customer will ensure that each Brand will only use the Later Products as expressly permitted by this Agreement (including the applicable SO), and will be responsible and liable for any acts or



omissions of each Brand in violation of this Agreement as if such Brand were “Customer” hereunder. Customer acknowledges that its access and use of the Later Products will be limited to those websites designated by Later from time to time.

The following limitations and restrictions shall apply to the Later Products:

a) Customer shall not provide access to the Later Products to any person who is not an employee of Customer, unless otherwise agreed to in writing by Later (“**Authorized Users**”). Only Authorized Users who have been assigned a unique login shall be entitled to access and use the Later Products under this Agreement. Customer shall: (a) use commercially reasonable efforts to prevent unauthorized access to or use of the Later Products and notify Later promptly of any such unauthorized access or use; (b) be solely responsible for the accuracy, quality, integrity and legality of the Customer Materials, Customer Materials, and Customer Data (each, as defined herein) and (c) use the Later Products only in accordance with the documentation, this Agreement and any applicable laws and regulations. Customer will be solely liable for any uses of accounts linked to Customer’s or its Authorized Users’ login credentials.

b) Except as expressly permitted hereunder, Customer shall not, and shall not permit or authorize any third party to: (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Later Products; (ii) modify, translate or create derivative works based on the Later Products; (iii) copy (except for archival purposes), rent, lease, distribute, pledge, assign or otherwise transfer or allow any lien, security interest or other encumbrance on the Later Products; (iv) use the Later Products for timesharing or service bureau purposes or otherwise for the benefit of a third party or for any purpose that is competitive with Later; (v) hack, manipulate, interfere with or disrupt the integrity or performance of or otherwise attempt to gain unauthorized access to the Later Products or their related systems, hardware or networks or any content or technology incorporated in any of the foregoing; or (vi) remove or obscure any proprietary notices or labels of Later or its partners and suppliers on any Later Product.

c) Customer will: (i) be solely responsible for managing the Customer Content or Customer Materials (as defined below) on the Later Products; (ii) use the Later Products only for purposes permitted by this Agreement and any applicable local, state, national or international law or regulation; (iii) not use the Later Products in a manner that violates any third-party agreements to which Customer is a party or that are provided to Customer by Later in advance, (iv) not use the Later Products to perform or solicit the performance of any illegal activity or other activity which infringes Later’s rights or the rights of others (including any third party intellectual property rights); (v) not use any “deep-link”, “page-scrape”, “robot”, “spider” or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Later Products, or in any way reproduce or circumvent the navigational structure or presentation of the Later Products, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Later Products; (vi) not attempt to gain unauthorized access to any portion or feature of the Later Products, or any other systems or networks connected to the Later Products or to any of our servers, by hacking, password “mining” or any other means; (vii) not



take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Later Products or our systems or networks, or any systems or networks connected to the Later Products; (viii) not use any device, software or routine to interfere or attempt to interfere with the proper working of the Later Products or any transaction being conducted on the Later Products, or with any other person's use of the Later Products; and (ix) not remove the "Powered by Later Influence" logo and/or hyperlink, or similar markings, on any Later Products.

d) You will not use Later's Products to create, add, incorporate, or otherwise direct the creation of any Customer Content, Influencer Content, Customer Materials that (a) defames, abuses, harass, stalk, threaten or otherwise violate the legal rights of others; (b) infringes, misappropriates or violates intellectual or proprietary rights or breaches any confidentiality obligations; (c) involves unsolicited advertising, junk mail, spam, surveys, contests, chain letters or any other form of unwanted solicitations (or violates applicable law related thereto); (d) constitutes or encourages conduct that is unlawful or would constitute a criminal offense, give rise to civil liability or otherwise violate any law or be objectionable or injurious to third-parties or Later; or (e) violates any code of conduct or other guidelines which may be applicable to the Later Products. Later reserves the right to suspend, restrict, or terminate your access to the Later Products due to a breach of these terms of conduct without liability to Later.

e) The Later Products may grant you access to or integrations with certain third-party websites (including with supported social media providers) or services from to time ("**Third Party Integrations**"). Customer agrees to comply with the terms and conditions applicable to any Third Party Integrations. Customer acknowledges and agrees that Third Party Integrations are subject to the terms and conditions applicable to such third-parties including, without limitation, supported social media platforms. Customer acknowledges and agrees that Later has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any Third Party Integrations.

3. DATA

Customer acknowledges that Later Data is a critical and proprietary component of Later Products. "**Later Data**" means any and all data or information provided or otherwise made available by Later to Customer under this Agreement, including, without limitation, any influencer data or information accessed by Customer or generated for the Customer via the Later Products. Subject to the terms and conditions of this Agreement, Later hereby grants Customer a royalty-free, nonexclusive, nonsublicensable, nontransferable (except as expressly permitted herein) license, during the term of this Agreement, to use the Later Data solely to perform marketing activities within the Later Products. Except as expressly set forth herein, Customer acquires no rights or interests in the Later Data under this Agreement.

As used herein, "**Customer Data**" means any and all user data or information provided or otherwise made available by Customer (or a Brand) to Later under this Agreement, including, without limitation, any data or information provided via the Later Products, including Customer Content (in relation to Later Social) and excluding Customer Materials (in relation to the Later



Influence Products), as defined below. 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 (except as set forth in Section 17) right and license to copy, distribute, display, modify and otherwise use the Customer Data (i) in connection with making available the Later Products to Customer hereunder (ii) to internally develop and improve its products and services, including the Later Influence Platform influencer index, and (iii) 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 (though 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. Later will not use the Aggregated Data in a manner that identifies Customer. For added clarity and notwithstanding the foregoing, during the term of this Agreement and thereafter, Later may use any publicly available data or data that is already in Later’s or its affiliates’ control, regardless of whether such data qualifies as Customer Data hereunder, for any purposes permitted by applicable law, including without limitation growing the Later Influence Platform influencer index. In addition, references to Company or Brand as a topic, trend, featured/popular post, or other similar reference within the Later Products shall not be construed as a violation hereof (including, without limitation, where Company or Brand is identified as a trending topic, hashtag, keyword, or social media profile). Where Customer Data includes personal data subject to the European Union (EU) or United Kingdom (UK) General Data Protection Regulation (“**GDPR**”), the parties will enter into a separate Data Processing Addendum in order to address the processing of personal data in accordance with the GDPR.

4. LATER INFLUENCE PLATFORM SUPPLEMENTAL TERMS

The terms set out in this Section 4 apply to the Customer’s use of the Later Influence Platform only.

4.1 Later Influence Platform Support

Later will provide Customer with technical support in relation to the Later Influence Platform for Customer’s designated representatives by phone or email during Later’s regular business hours (Monday through Friday, 8:30 a.m. to 6:00 p.m. (Eastern Time), except for holidays as observed in the Commonwealth of Massachusetts. As long as Customer is in compliance with the terms of this Agreement, Later shall comply with and provide Customer with the technical support described in the Service Level Agreement located at www.later.com/agreements.

4.2 Later Influence Customer Responsibilities

Customer will: (a) include a link within the Later Influence Products to Customer’s privacy policy and comply with such privacy policy; (b) enter into an agreement with each influencer that is engaged by Customer (or a Brand) in connection with Customer’s use of the Later Influence Products (whether by including a link within the Later Influence Products or otherwise) (an “**Influencer Agreement**”), pursuant to which Customer will engage influencers to perform services for Customer (or a Brand) through the



Later Influence Products; (c) if Customer (or a Brand) makes available on or through the Later Influence Products any sweepstakes, contests, challenges, rewards programs or other promotions (collectively, "**Promotions**"), Customer will be solely responsible for the terms and conditions governing such Promotions. Customer represents and warrants that all Promotions will be administered in accordance with applicable laws, rules and regulations, and acknowledges that Later will have no liability with respect thereto.

4.3 Later Influence Customer Materials

As used herein, "**Customer Materials**" means any text, promotional materials (including campaign briefs), images, photos, video, sounds, musical works or other works of authorship that are provided by Customer or a Brand to Later via the Later Influence Products (or otherwise under the terms of this Agreement). Customer Materials expressly excludes Customer Data (as defined below). Subject to the terms and conditions of this Agreement, Customer hereby grants to Later a nonexclusive, worldwide, royalty-free, fully paid up, nonsublicensable (except to contractors performing services on behalf of Customer or Later), nontransferable (except as set forth in Section 17) right and license to copy, distribute, display, modify and otherwise use the Customer Materials in connection with making available the Later Influence Products to Customer hereunder. As between the parties, Customer reserves any and all right, title and interest in and to the Customer Materials other than the rights expressly granted to Later under this Agreement. Customer is responsible for maintaining copies, duplicates or back-ups of any Customer Materials. Later may not remove any copyright or trademark notice or any other notices included in or with any Customer Materials.

4.4 Later Influence Incentive Products

Customer is responsible for the delivery of Incentive Products to influencers engaged through the Later Influence Platform on its own behalf or on behalf of its Brands. "**Incentive Products**" means any cash, gift cards, products, merchandise, or other materials provided by Customer to Later pursuant to an applicable SO. If, in connection with a given campaign or Promotion, Customer wishes to use the Later Influence Platform or otherwise engage Later to process or manage Customer or Brand's Incentive Products, including without limitation the delivery to any influencer(s) of any Incentive Products, the parties will set forth in reasonable detail the terms surrounding such deliveries and Incentive Products in the applicable SO. If Customer's Incentive Products are processed through the Later Influence Products or by Later, Customer will require (or will ensure that Brand requires) each influencer to which Customer or Brand wishes Later to deliver any Incentive Products hereunder to register through the Later Influence Products pursuant to the terms and conditions which each such influencer agrees to upon registration and such influencers may be required to undergo additional identity verification and onboarding via Later's payment processing partners. Later may subcontract or otherwise delegate such Incentive Products deliveries through its third party contractors. Later (including its subcontractors) is a bailee with respect to such Incentive Products and is forwarding such Incentive Products to the applicable influencer(s) on Customer's behalf, and Later (including its subcontractors) is neither a seller nor a distributor of any Incentive Products. Any delivery by Later (including its subcontractors) of Incentive Products to any influencer is contingent on Later's receipt of the same from Customer and/or the applicable Brand in accordance with the



applicable SO. If an SO contemplates cash, or cash equivalents (*i.e.*, gift cards), as an Incentive Product, Later will make no payments to influencers prior to Later's receipt of such funds from Customer and/or the applicable Brand. Title to all Incentive Products will at all times remain with Customer (or the applicable Brand) until delivered to the applicable influencer(s), at which time title to such Incentive Products will pass directly from Customer (or the applicable Brand) to such influencer(s).

5. LATER SOCIAL AND SOCIAL LISTENING SUPPLEMENTAL TERMS

5.1 Later Social Customer Content

Customer may post, link, store, share and otherwise make available certain information, text, graphics, videos, or other material to Later via Later Social ("**Customer Content**"). Customer is responsible for the Customer Content that Customer posts to Later Social, including its legality, reliability, and appropriateness. By posting, uploading or otherwise submitting Customer 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 Content on and through Later Social. Except as otherwise expressly set out herein, Customer retains any and all rights to any Customer 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 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 Content on or through Later Social 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 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.

5.2 Apple Terms

If Customer uses Apple Inc. ("**Apple**") products to access Later Social, including via the Later Social software application ("**Application**"), the following provisions will apply to Customer's use: (i) Customer's right to use the Application is limited to a non-exclusive, non-assignable right to download and use the Application pursuant to this Agreement and the Apple Media Services Terms and Conditions. Apple bears no responsibility for any claims by Customer or a third-party related to Customer's possession or use of the Application, including the following: (a) any product liability claim; (b) any claim that the Application does not comply with applicable law and regulations; (c) any claim based on any consumer protection, privacy or similar laws and regulations; and (d) any claim by Customer or a third-party that the Application or the use of the Application infringes intellectual property rights. Customer acknowledges and agrees that (a) Apple has no responsibility to provide maintenance or support services for the Application, and (b) Customer will comply with all applicable third-party terms of agreement when using the Application. Customer represents and warrants that they (a) are not located in a region that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" region; and (b) the Authorized Users



are not listed on any U.S. Government list of prohibited or restricted parties. Customer acknowledges and agrees that Apple and Apple's subsidiaries are third-party beneficiaries to this Agreement, and that, by acknowledging the provisions of these Terms, you acknowledge that Apple has the right (or is deemed to have accepted the right) to enforce these Terms against you as third-party beneficiary.

5.3 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.

6. TRADEMARKS AND MARKETING

Customer hereby grants to Later a nonexclusive, worldwide, royalty-free, fully paid up, nonsublicensable (except to contractors performing services on behalf of Customer or Later), nontransferable (except as set forth in Section 16) right and license to copy, display and otherwise use Customer's (and/or Brand's) trademarks, service marks, trade names, image, character, logos, domain names and other distinctive brand features or other identification ("**Trademarks**") in connection with its performance hereunder. Any other proposed use of the Trademarks shall be subject to Customer's prior written approval in each instance, except that Later may list Customer as a client on Later's website(s). Neither party will portray the other in a false, misleading, or derogatory manner. The parties further agree to participate in joint marketing activities, including press releases, marketing inquiries, and case studies, provided that each party shall provide the other party with a reasonable opportunity to review and comment on any such materials prior to publication.

7. FEEDBACK AND MODIFICATIONS

Later will be free to implement, use, modify or otherwise exploit, Customer's ideas, suggestions, feedback or materials (or any part thereof) related to the Later Products without any payment or other obligation to Customer, and Customer agrees never to assert against Later any claim based on any proprietary rights therein. Customer acknowledges that Later may modify, update, discontinue, or otherwise change the Later Products or certain aspects thereof, from time to time, in its sole discretion. Later reserves the right to modify, update, or otherwise make changes to the terms of this Agreement, in its sole discretion. Later shall provide Customer with notice of such modifications, updates, or changes where required by law.

Later may, from time to time, offer Customer access to alpha or beta features ("**Alpha/Beta Features**") that are not yet generally available and are in their testing phase. Later is under no obligation to offer any such Alpha/Beta Features to Customer. To the



extent that Customer is granted access to any Alpha/Beta Features, Customer acknowledges that Alpha/Beta Features are provided on an "as is" and "as available" basis, without any service level agreement, may contain bugs, errors, or other issues, and are provided without warranties of any kind. If Customer may provide Later with feedback on the use, operation, and functionality of the Alpha/Beta Features, including, without limitation, identifying potential errors, improvements, modifications, bug fixes, or enhancements. Any such feedback shall be solely owned by Later, and Customer hereby assigns to Later all right, title, and interest in and to the feedback. If Customer chooses to use any Alpha/Beta Features, then Customer does so at its own risk. Customer further agrees to abide by any other terms of use pertaining to such Alpha/Beta Features as directed by Later from time to time. Later disclaims any liability arising out of or in connection with Customer's use of Alpha/Beta Features. Later reserves the right to discontinue Alpha/Beta Features at any time without notice.

8. FEES AND PAYMENTS

Customer will pay to Later all fees set forth in the SO, in accordance with the terms set forth herein and therein. All payments shall be due upon receipt of invoice and shall be payable within thirty (30) days of the date of the invoice unless otherwise noted in the SO. 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 by Customer. Notwithstanding the foregoing, Later will not front any Influencer Incentives and will not engage any influencers prior to receipt of Influencer Incentives, accordingly, any Influencer Incentives will be due on receipt. Later is not responsible for any delays in receiving Influencer Incentives from Customer.

9. TAXES

The fees and all other amounts due under this Agreement are net amounts, exclusive of all taxes, duties, and assessments, including without limitation all sales, withholding, VAT, excise, ad valorem, and use taxes (collectively, the "**Taxes**") and are not subject to offset or reduction because of any taxes incurred by Customer or otherwise due as a result of this Agreement. Customer shall be responsible for and shall pay directly, any and all Taxes relating to its use of the Later Products, except for Taxes based on Later's income. In all other cases, Customer will be responsible for collecting applicable Taxes on the sale of Customer or Brand's products (including Incentive Products payable to any Influencers) and remitting payments to the appropriate taxing authority. Customer will indemnify, defend and hold Later harmless from and against any applicable Taxes arising from transactions executed on the Later Products, except for Taxes based on Later's income.

10. TERM AND TERMINATION

This Software-as-a-Service Agreement commences on the Effective Date and shall continue in effect thereafter until terminated in accordance with this Section 13 or by written agreement of the parties. Either party may terminate this Agreement and/or any SO upon written notice if the other party materially breaches any of the terms of this Agreement and the breaching party fails to cure such breach within thirty (30) days of receipt of written notice thereof. 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.

If there are no active SOs, upon thirty (30) days written notice to the other party, either party may terminate this Software-as-a-Service Agreement as of the date specified in such notice of termination.

If either party shall be adjudicated a bankrupt, institute voluntary proceedings for Chapter 7 Bankruptcy protection, make a general assignment for the benefit of its creditors, apply for or consent to the appointment of a receiver for it or its property, or admit in writing its inability to pay its debts as they become due, the other party may terminate this Agreement and all SOs upon written notice.

Any termination or expiration of this Agreement shall not relieve either party from any accrued obligations hereunder. Customer will pay in full for the use of the Later Products up to and including the last day on which the Later Products are provided to Customer hereunder. Upon any termination or expiration of the Agreement, all rights granted by Later hereunder and all obligations of Later to provide the Later Products shall immediately terminate and Customer shall cease use of the Later Products. Following any termination or expiration of this Agreement, each party will return or destroy all copies or other embodiments of the other party's Confidential Information.

11. SURVIVAL

Accrued payment obligations, Sections 3 (DATA) (with respect to Later's rights to use Aggregated Data, publicly available data, and data already within Later's control), 6 (FEEDBACK AND MODIFICATIONS), 9 (TAXES), 12 (CONFIDENTIALITY), 13 (REPRESENTATIONS AND WARRANTIES), 14 (DISCLAIMERS AND LIMITATION OF LIABILITY), 15 (INDEMNIFICATION), 16 (DISPUTES), and 17 (GENERAL) will survive any expiration or termination of this Agreement.

12. CONFIDENTIALITY

"Confidential Information" means any and all non-public confidential and/or proprietary information, regardless of whether it is in tangible form, disclosed by either party that the disclosing party has either marked as confidential or proprietary, or has identified in writing as confidential or proprietary within thirty (30) days of disclosure to the other party; provided, however, that a disclosing party's business plans, strategies, technology, research and development, current and prospective customers, billing records, and products or services shall be deemed Confidential Information of the disclosing party even if not so marked or identified. Later's Confidential Information includes, without limitation, the Later Products, the Later Data and the terms of this Agreement. Except as permitted by this Agreement, neither party will (a) make any use of the other party's Confidential Information; (b) acquire any right in the other party's Confidential Information; (c) disclose any of the other party's Confidential Information to a third party; or (d) refuse to promptly return or destroy the other party's Confidential Information upon request.



Notwithstanding the foregoing, this Section 12 will not apply to any information that the receiving party can demonstrate: (i) is or becomes a part of the public domain through no fault of its own; or (ii) was in the possession of the receiving party at the time of its disclosure by the disclosing party as evidenced by files existing at the time of disclosure. Each party will use reasonable measures to protect the confidentiality and value of the other party's Confidential Information. Notwithstanding any provision of this Agreement, either party may disclose the other party's Confidential Information, in whole or in part to its employees, officers, directors, consultants and professional advisers (e.g., attorneys, auditors, financial advisors, accountants and other professional representatives) who have a need to know and are legally bound to keep such Confidential Information confidential by confidentiality obligations or, in the case of professional advisors, are bound by ethical duties to keep such Confidential Information confidential consistent with the terms of this Agreement. Further, either party may disclose the other party's Confidential Information to the extent required by law or by order of a court or governmental agency after providing notice to the other party, and providing such party with the opportunity to seek a protective order. In the event of actual or threatened breach of the provisions of this Section 12, 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 Agreement.

13. REPRESENTATIONS AND WARRANTIES

In addition to the representations and warranties contained elsewhere herein:

Later represents and warrants that to its knowledge: (a) it has the full power and authority necessary to enter into this Agreement and to perform its obligations under this Agreement; (b) this Agreement is a valid and binding obligation; (c) it will perform its obligations under this Agreement in compliance with all applicable laws, rules and regulations; (d) its performance of its obligations under this Agreement will not violate any provision of any other agreement to which it is a party or by which it is bound; (e) to Later's knowledge, the Later Products do not infringe or misappropriate any intellectual property rights of any third party; and (f) it will use commercially reasonable efforts to keep the Later Products free from any material that allows or causes the installation, transferring or in any way facilitating the installation or transfer of any malware including, without limitation, spyware, viruses, worms, rootkits, adware, keystroke loggers, dialers, time bombs or time locks, or bot software.

Customer represents and warrants that to its knowledge: (a) it has the full power and authority necessary to enter into this Agreement and to perform its obligations under this Agreement; (b) this Agreement is a valid and binding obligation; (c) it will perform its obligations under this Agreement in compliance with all applicable laws, rules and regulations; (d) its performance of its obligations under this Agreement will not violate any provision of any agreement to which it is a party or by which it is bound; (e) it has all rights, licenses and permits necessary to perform its obligations under this Agreement; (f) it owns the Customer Materials, Customer Content, and Customer Data, or otherwise has the right to use the Customer Content, Customer Materials, and Customer Data in connection with the Later Products, and Later's use of the Customer Content, Customer Materials, or Customer Data as permitted hereunder will not violate any rights of any person; and (g) to the extent that it engages Later to



facilitate the delivery of Incentive Products to Influencers, it has the right to deliver such incentive products to Later to facilitate such delivery.

In connection with Customer's access and use of the Later Products, Later may make available to Customer certain template documents or consent language that could be useful to Customer in connection with its use of the Later Products, including, without limitation, a template Influencer Agreement for use in the Later Influence Platform (the "**Template Documents**"). LATER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE TEMPLATE DOCUMENTS. CUSTOMER ACKNOWLEDGES AND AGREES THAT LATER IS NOT PROVIDING ANY LEGAL OR OTHER ADVICE WITH RESPECT TO THE TEMPLATE DOCUMENTS. LATER 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, 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 HAS NO CONTROL OVER THE CONDUCT OF CUSTOMER, THE BRANDS OR THEIR INFLUENCERS, AND LATER DISCLAIMS ALL LIABILITY WITH RESPECT TO CUSTOMER'S INFLUENCER AGREEMENTS, CUSTOMER'S RELATIONSHIP OR INTERACTIONS WITH INFLUENCERS, AND ANY INFLUENCER CONTENT CREATED BY INFLUENCERS TO THE MAXIMUM EXTENT PERMITTED BY LAW.

14. DISCLAIMERS AND LIMITATION OF LIABILITY

EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE LATER PRODUCTS, TEMPLATE DOCUMENTS, AND INCENTIVE PRODUCTS (INCLUDING ANY PERFORMANCE METRICS, STATISTICS, OR OTHER SIMILAR MEASUREMENTS OFFERED THROUGH THE LATER PRODUCTS (INCLUDING SOCIAL LISTENING) FROM TIME TO TIME) ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY GUARANTEES, REPRESENTATIONS, OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED. ALL WARRANTIES, TERMS, AND CONDITIONS, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, NON-INFRINGEMENT, AND THOSE ARISING BY COURSE OF PERFORMANCE OR DEALING, ARE EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW. LATER EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING ANY THIRD PARTY INTEGRATIONS, INCENTIVE PRODUCTS OR INFLUENCER CONTENT. LATER DOES NOT WARRANT THAT THE LATER PRODUCTS WILL BE ERROR-FREE OR THAT THE OPERATION OF THE LATER PRODUCTS WILL BE UNINTERRUPTED. YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. ANY PURPORTEDLY APPLICABLE WARRANTIES ARE EXCLUDED, EXCEPT TO THE EXTENT EXPRESSLY PROVIDED FOR UNDER APPLICABLE LAW OR EXPRESSLY SET OUT HEREIN.

IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL OR EQUITABLE THEORY FOR ANY LOST PROFITS, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER CONSEQUENTIAL, SPECIAL, INDIRECT, PUNITIVE, OR INCIDENTAL DAMAGES WHATSOEVER, EVEN IF A PARTY HAS



ADVISED THE OTHER IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES AND SUCH DAMAGES ARE FORESEEABLE. TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO CASE SHALL LATER BE LIABLE (INCLUDING IN RELATION TO ANY INDEMNIFICATION OBLIGATIONS IN SECTION 15) FOR ANY DAMAGES CUMULATIVELY IN EXCESS OF (IN THE AGGREGATE) THE FEES RECEIVED BY LATER FROM THE CUSTOMER UNDER THE SO GIVING RISE TO SUCH LIABILITY IN THE 12 MONTHS PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT, AND EACH OF THESE PROVISIONS WILL APPLY EVEN IF THEY HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

15. INDEMNIFICATION

Later shall defend Customer and the officers, directors, agents, and employees of Customer ("**Customer Indemnified Parties**") against any third party claim, allegation or legal action (a "**Claim**") arising from an allegation that the technology underlying the Later Influence Platform or Later Social infringes any valid third party U.S. copyright or U.S. trademark. Further, Later shall indemnify the Customer Indemnified Party against any damages actually awarded or paid in connection therewith, including any reasonable attorneys' fees. Notwithstanding the foregoing, Later's indemnification obligation will not apply to claims to the extent arising from (a) modification of any Later Product by any party other than Later without Later's express consent; (b) the combination, operation, or use of any Later Product with other product(s), data or services where such Later Product would not by itself be infringing; (c) Customer Content or Influencer Content; or (d) unauthorized or improper use of any Later Product. If the use of any Later Product by Customer has become, or in Later's opinion is likely to become, the subject of any claim of infringement, Later may at its option and expense (i) procure for Customer the right to continue using such Later Product as set forth hereunder, (ii) replace or modify such Later Product to make it non-infringing so long as such Later Product has materially equivalent functionality, (iii) substitute a material equivalent for such Later Product or (iv) if options (i)-(iii) are not reasonably practicable, terminate this Agreement. This Section 15 states Later's entire obligation and Customer's sole remedies in connection with any claim regarding the intellectual property rights of any third party which shall in all cases be subject to the limitation of liability contained in Section 14.

Customer shall defend Later, Later's affiliates and Later's partners and each of their officers, directors, agents, and employees (the "**Later Indemnity Parties**") against any Claims arising from (a) the gross negligence, bad faith, fraudulent acts or omissions, or intentional or willful misconduct of Customer or any Brand, (b) any use or disclosure by Customer or any Brand of any Later Product in violation of this Agreement, (c) the exercise of any rights granted to Later by Customer in or to the Customer Content or Customer Data in accordance with this Agreement, (d) Customer's or any Brand's use of any Template Documents, (e) the Customer Content, Customer Materials, or Incentive Products, (f) Promotions, or (f) any Influencer Agreement or Influencer Content (including any third party intellectual property claims related thereto). Further, Customer shall indemnify the Later



Indemnified Parties against any damages actually awarded or paid in connection therewith, including any reasonable attorneys' fees.

The party seeking indemnification (the "**Indemnified Party**"), will notify the other party (the "**Indemnifying Party**") promptly in writing of any claim covered by the foregoing indemnifications. The parties agree to cooperate fully during such proceedings. The Indemnifying Party will have the right to defend any such claim with attorneys that are reasonably acceptable to the Indemnified Party, and will have control over the litigation, negotiation, and settlement of, any claim. The Indemnified Party may be represented by separate counsel at its own expense. Neither party will make any settlement that materially affects the rights of the other party, nor will either party be responsible for indemnifying the other party for any settlement made without the indemnifying party's consent, which will not be unreasonably withheld or delayed.

16. DISPUTES

Regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to Customer's use of the Later Influence Products or this Agreement ("**Action**") must be filed within one year after such Action arose or be forever barred. Any Action must be resolved in accordance with one of this Section 16 or as the parties otherwise agree in writing.

The formation, construction and interpretation of this Agreement are controlled by the laws of the Commonwealth of Massachusetts excluding any rule or principle that would refer to and apply the substantive law of any other state or jurisdiction. Except as permitted in the paragraph below, for all disputes relating to this Agreement, each party submits to the exclusive jurisdiction of the state and federal courts located in Boston, Massachusetts and waives any jurisdictional, venue, or inconvenient forum objections to such courts.

For any Action (excluding Actions for injunctive or other equitable relief) where the total amount of the award sought is less than \$10,000, either party to the Action may elect to resolve the dispute in a cost-effective manner through binding non-appearance-based arbitration (and if such election is made, the Action must be arbitrated as provided herein). In the event a party elects arbitration, they shall initiate such arbitration in the Commonwealth of Massachusetts and through an established alternative dispute resolution ("ADR") provider mutually agreed upon by the parties. The ADR provider and the parties must comply with the following rules: (i) the arbitration shall be conducted by telephone, online and/or be solely based on written submissions; (ii) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and (iii) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

17. GENERAL

This Agreement constitutes the entire agreement between the parties and supersedes any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of



this Agreement. If any provision of this Agreement is found to be void, invalid or unenforceable: (a) the same will be conformed to the extent necessary to comply with applicable law or stricken if not so conformable, so as not to affect the validity of this Agreement; and (b) the remaining provisions will remain in effect. No amendment of this Agreement or any exhibit is binding unless in writing and executed by each of the parties. Any waiver or consent is valid only if in a signed writing and only in the specific instance in which it is given, and such waiver or consent is not to be construed as a waiver of any subsequent breach of any other provision or as a consent with respect to any similar instance or circumstance. This 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 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 Agreement without Later's prior written consent. Later may freely transfer or assign this Agreement. In the event a party incurs legal expenses to enforce this Agreement, the prevailing party, as determined by a court of competent jurisdiction, will be entitled to recover such legal expenses, including, without limitation, reasonable attorneys' fees, costs, and necessary disbursements, in addition to any other relief to which such party is entitled. This Agreement may be executed in counterparts, each of which will be an original, and all of which together will be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission will have the same legal effect as delivery of an original signed copy of this Agreement. The headings of this Agreement are provided for convenience only and are not intended to affect its construction or interpretation. Any notice required or permitted under this Agreement must be in writing and sent to the address and the attention of the person set forth on the signature page to this Agreement, unless a party changes such information by notice given pursuant to this Section 17. If an act of God, government, war, terrorism, fire, flood, or other causes beyond the reasonable control of a party prevents such party from performing its obligations under this Agreement then, except in the case of Customer's payment obligations, such nonperformance will be excused and will not be a breach for so long as such conditions prevail.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the Effective Date.

Last Updated: August 7, 2024