



SOFTWARE-AS-A-SERVICE AGREEMENT (AGENCY)

Last Updated: February 1, 2024

By executing a Sales Order ("**SO**") that incorporates by reference this 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 Influence ("**Later Influence**") and Customer and is effective as of the date such SO was last signed. In consideration of the premises and covenants contained herein, the parties agree as follows:

1. BACKGROUND

Later Influence makes available certain products and services, including Later Influence's proprietary software-as-a-service influencer marketing platform (the "**Later Influence Platform**") and related influencer identification, activation, engagement, incentive management and processing and dashboards and/or analytics products and licence support services. Customer is an agency that desires to use certain of Later Influence's software-as-a-service products and services ("**Later Influence Products**") for its own use and on behalf of certain of its customers named in the applicable SO (each a "**Brand**") to conduct marketing campaigns in accordance with this Agreement. For clarity "Later Influence Products" does not include content created by creators engaged by Customer through the Later Influence Products ("**Influencer Content**"). Later Influence 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 Influence and Customer may enter into additional sales orders 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 Influence Products. 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.

2. SUBSCRIPTION

Subject to the terms and conditions of this Agreement, Later Influence hereby grants to Customer, and Customer accepts, a non-transferable, non-sublicensable, non-exclusive right to access and use the Later Influence Products, in object code format only, to identify, activate and engage with influencers on supported social media websites. 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 Influence 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 Influence Products will be limited to those websites designated by Later Influence from time to time.

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



a Customer shall not provide access to the Later Influence Products to any person who is not an employee of Customer, unless otherwise agreed to in writing by Later Influence ("**Authorized Users**").

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 Influence Products; (ii) modify, translate or create derivative works based on the Later Influence 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 Influence Products; (iv) use the Later Influence Products for timesharing or service bureau purposes or otherwise for the benefit of a third party or for any competitive purpose; (v) hack, manipulate, interfere with or disrupt the integrity or performance of or otherwise attempt to gain unauthorized access to the Later Influence 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 Influence or its suppliers on any Later Influence Product.

3. CUSTOMER SUPPORT

Later Influence will provide Customer with technical support for Customer's designated representatives by phone or email during Later Influence'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 Influence shall comply with and provide Customer with the technical support described in the Service Level Agreement located at www.later.com/agreements.

4. CUSTOMER RESPONSIBILITIES

Customer will, and will ensure that each Brand will, (a) be solely responsible for managing the Customer Content (as defined below) on the Later Influence Products, except to the limited extent delegated to Later Influence in an applicable SO; (b) use the Later Influence Products only for purposes permitted by this Agreement and any applicable local, state, national or international law or regulation; (c) not use the Later Influence Products in a manner that violates any third-party agreements to which Customer is a party or that are provided to Customer by Later Influence in advance, (d) include a link within the Later Influence Products to Customer's privacy policy and comply with such privacy policy; (e) not use the Later Influence Products to perform or solicit the performance of any illegal activity or other activity which infringes Later Influence's rights or the rights of others (including any third-party intellectual property rights); (f) 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 Influence Products, or in any way reproduce or circumvent the navigational structure or presentation of the Later Influence Products, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Later Influence Products; (g) not attempt to gain unauthorized access to



any portion or feature of the Later Influence Products, or any other systems or networks connected to the Later Influence Products or to any of our servers, by hacking, password “mining” or any other means; (h) not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Later Influence Products or our systems or networks, or any systems or networks connected to the Later Influence Products; (i) not use any device, software or routine to interfere or attempt to interfere with the proper working of the Later Influence Products or any transaction being conducted on the Later Influence Products, or with any other person’s use of the Later Influence Products; and (j) not remove the “Powered by Later Influence” logo and/or hyperlink on any Later Influence Products.

Customer will also be responsible for entering into an agreement with each influencer that is engaged by Customer or any Brand in connection with 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 any Brand through the Later Influence Products. If Customer or any 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 Influence will have no liability with respect thereto.

Only Authorized Users who have been assigned a unique login to the Later Influence Products shall be entitled to access and use the Later Influence Products under this Agreement. Customer shall: (a) use commercially reasonable efforts to prevent unauthorized access to or use of the Later Influence Products and notify Later Influence promptly of any such unauthorized access or use; (b) be solely responsible for the accuracy, quality, integrity and legality of the Customer Content and Customer Data (each, as defined below) and (c) use the Later Influence 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.

5. 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 that is provided by Customer or any Brand to Later Influence under this Agreement, including via the Later Influence Products, but expressly excluding Customer Data (as defined below). Subject to the terms and conditions of this 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 20) right and license to copy, distribute, display, modify and otherwise use the Customer Content 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 Content other than the rights expressly granted to Later Influence under this 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. DATA RIGHTS

Customer acknowledges that Later Influence Data is a critical and proprietary component of Later Influence Products. **“Later Influence Data”** means any and all data or information provided or otherwise made available by Later Influence to Customer under this Agreement, including, without limitation, any influencer data or information accessed by Customer via the Later Influence Products. Subject to the terms and conditions of this Agreement, Later Influence 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 Influence Data to perform marketing activities within the Later Influence Products. Except as expressly set forth herein, Customer acquires no rights or interests in the Later Influence Data under this Agreement.

As used herein, **“Customer Data”** means any and all data or information provided or otherwise made available by Customer or any Brand to Later Influence under this Agreement, including, without limitation, any data or information provided by Customer or any Brand via the Later Influence Products, and excludes Customer Content. Subject to the terms and conditions of this Agreement, Customer hereby grants to Later Influence (a) 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 20) right and license to copy, distribute, display, modify and otherwise use the Customer Data (i) in connection with making available the Later Influence Products to Customer hereunder, (ii) to internally develop and improve its products and services, including its 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. In no event will Later Influence use the Aggregated Data in a manner that identifies Customer. For added clarity, during the term of this Agreement and thereafter, Later Influence may use any publicly available data or data that is already in Later Influence’s control, regardless of whether such data qualifies as Customer Data hereunder, for any purposes permitted by applicable law, including without limitation growing Later Influence’s influencer index. In the case that Customer Data includes personal data subject to the European Union (EU) General Data Protection Regulation 2016/679 (**“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.

7. TRADEMARKS AND MARKETING

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 20) right and license to copy, display and otherwise use Customer’s and each 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 Influence may list Customer as a client on Later Influence'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.

8. LATER INFLUENCE INTELLECTUAL PROPERTY RIGHTS

Except as expressly set out in this Agreement, Customer does not have, and will not acquire, any right, title or interest in or to the Later Influence Products or Later Influence Data, any updates, enhancements, improvements or modifications thereto, or any intellectual property rights which subsist therein (whether those rights happen to be registered or not, and wherever in the world those rights may exist). Later Influence grants no, and reserves any and all, rights other than the rights expressly granted to Customer under this Agreement.

9. FEEDBACK AND MODIFICATIONS

Later Influence 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 Influence Products without any payment or other obligation to Customer, and Customer agrees never to assert against Later Influence any claim based on any proprietary rights therein. Customer acknowledges that Later Influence may modify, update, discontinue, or otherwise change the Later Influence Products or certain aspects thereof, from time to time, in its sole discretion. Later Influence reserves the right to modify, update, or otherwise make changes to the terms of this Agreement, in its sole discretion. Later Influence shall provide Customer with notice of such modifications, updates, or changes where required by law.

10. INCENTIVE PRODUCTS

Customer is responsible for the delivery of Incentive Products to influencers engaged through the Later Influence Products on its own behalf or on behalf of its Brands. If, in connection with a given campaign or Promotion, Customer wishes to use the Later Influence Products or otherwise engage Later Influence to process or manage Customer or Brands 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. "**Incentive Products**" means any cash, gift cards, products, merchandise, or other materials provided by Customer to Later Influence pursuant to an applicable SO. If Customer's Incentive Products are processed through the Later Influence Products or by Later Influence, Customer will require, or will ensure that each Brand requires, each influencer to which Customer (or the applicable Brand) wishes Later Influence 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. Later Influence may subcontract or otherwise delegate such Incentive Products deliveries through its third party contractors. Later Influence (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 Influence (including its subcontractors) is neither a seller nor a distributor of any Incentive Products. Any delivery by Later Influence (including its subcontractors) of Incentive Products to any influencer is contingent on Later Influence'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 Influence will make no payments to influencers prior to Later Influence'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).

11. FEES AND PAYMENTS

Customer will pay to Later Influence 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 Influence by Customer. Notwithstanding the foregoing, Later Influence 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 Influence is not responsible for any delays in receiving Influencer Incentives from Customer.

12. 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 Influence Products, except for Taxes based on Later Influence's income. In all other cases, Customer will be responsible for collecting applicable Taxes on the sale of Customer or Brand's Products, including any Incentive Products, and remitting payments to the appropriate taxing authority. Customer will indemnify, defend and hold Later Influence harmless from and against any applicable Taxes arising from transactions executed on the Later Influence Products, except for Taxes based on Later Influence's income.

13. 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.

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 an 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 Influence Products up to and including the last day on which the Later Influence Products are provided to Customer hereunder. Upon any termination or expiration of the Agreement, all rights granted by Later Influence hereunder and all obligations of Later Influence to provide the Later Influence Products shall immediately terminate and Customer shall cease use of the Later Influence 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. Following the termination or expiration of this Agreement, Later Influence shall return to Customer all Customer Content and destroy copies of all such Customer Content and shall delete all such Customer Content from any computers, networks or software system under its control and shall certify to Customer its compliance with the requirements of this provision.

14. SURVIVAL

Accrued payment obligations, Section 6(b), the second-to-last sentence of Section 6 and Sections 7, 9, 10, 11, 12, 13, 14, 15, 17, 18, 19 and 20 will survive any expiration or termination of this Agreement.

15. 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 Influence's Confidential Information includes, without limitation, the Later Influence Products, the Later Influence 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 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 advisers, 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 15, 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.

16. REPRESENTATIONS AND WARRANTIES

In addition to the representations and warranties contained elsewhere herein:

Later Influence represents and warrants that: (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 Influence's knowledge, the Later Influence 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 Influence 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: (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 Content and Customer Data, or otherwise has the right to use the Customer Content and Customer Data in connection with the



Later Influence Products, and Later Influence's use of the Customer Content or Customer Data as permitted hereunder will not violate any rights of any person; and (g) it has the right to deliver any Incentive Products to Later Influence for forwarding to the applicable influencer(s).

In connection with Customer's access and use of the Later Influence Products, Later Influence may make available to Customer certain template documents that could be useful to Customer in connection with its use of the Later Influence Products, 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, THE BRANDS OR THEIR INFLUENCERS, AND LATER INFLUENCE 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.

17. DISCLAIMERS AND LIMITATION OF LIABILITY

EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE LATER INFLUENCE PRODUCTS AND THE TEMPLATE DOCUMENTS MADE AVAILABLE HEREUNDER ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE AND NON-INFRINGEMENT. LATER INFLUENCE DOES NOT WARRANT THAT THE LATER INFLUENCE PRODUCTS ARE ERROR-FREE OR THAT OPERATION OF THE LATER INFLUENCE PRODUCTS WILL BE UNINTERRUPTED. LATER INFLUENCE EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE INCENTIVE PRODUCTS OR INFLUENCER CONTENT.

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, OR INCIDENTAL DAMAGES, 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 INFLUENCE BE LIABLE (INCLUDING IN RELATION TO ANY INDEMNIFICATION OBLIGATIONS IN SECTION 18) FOR ANY DAMAGES CUMULATIVELY IN EXCESS OF (IN THE AGGREGATE) THE FEES RECEIVED BY LATER INFLUENCE UNDER THE APPLICABLE SO 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.

18. INDEMNIFICATION

Later Influence 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 infringes any valid third party U.S. copyright or U.S. trademark. Further, Later Influence 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 Influence's indemnification obligation will not apply to claims to the extent arising from (a) modification of any Later Influence Product by any party other than Later Influence without Later Influence's express consent; (b) the combination, operation, or use of any Later Influence Product with other product(s), data or services where such Later Influence Product would not by itself be infringing; (c) Influencer Content; or (d) unauthorized or improper use of any Later Influence Product. If the use of any Later Influence Product by Customer has become, or in Later Influence's opinion is likely to become, the subject of any claim of infringement, Later Influence may at its option and expense (i) procure for Customer the right to continue using such Later Influence Product as set forth hereunder, (ii) replace or modify such Later Influence Product to make it non-infringing so long as such Later Influence Product has at least equivalent functionality, (iii) substitute an equivalent for such Later Influence Product or (iv) if options (i)-(iii) are not reasonably practicable, terminate this Agreement. This Section 18 states Later Influence'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 17.

Customer shall defend Later Influence and the officers, directors, agents, and employees of Later Influence ("**Later Influence Indemnified 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 Influence Product in violation of this Agreement, (c) the exercise of any rights granted to Later Influence 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 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 Influence Indemnified Party 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.

19. 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 the subsections below 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.

20. 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 Influence's prior written consent. Later Influence 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. 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.