

## **MASTER SERVICES AGREEMENT**

Last Updated and Effective as of March 22<sup>nd</sup>, 2022

SocialEdge, Inc. and, as applicable, its Affiliates (“**SocialEdge**”, “**we**”, “**us**”, or “**our**”) provides you, and as applicable, your Affiliate(s) or Authorized User(s) (defined below and collectively, “**you**”, “**your**”, or “**Customer**”) our services, products, programs, and/or platforms (each a “**Service**”) for your use, subject to your full compliance with this Master Services Agreement (“**MSA**”), which consists of the service terms for each Service that you and/or your Affiliate(s) subscribe, enroll, and/or utilize, set forth below (“**Service Terms**”), the Master Terms and Conditions set forth below, the applicable order form that references this Master Services Agreement (“**Order Form**”), the following terms (each, a “**Schedule**”) located at <https://creatoriq.com/legal/> and incorporated herein by reference: Service Level Agreement (USA, Version 1.1, 09.17.20) (“**SLA**”); and, to the extent Customer Personal Data is processed by us hereunder: Privacy and Data Processing Agreement (Version 2.0, 03.03.22) (“**DPA**”); and Technical and Organizational Security (USA, Version 1.1, 09.17.20) (“**Security Schedule**”) (collectively, “**Agreement**”). Capitalized terms used but not defined in the Service Terms or Master Terms and Conditions, have the meanings given to such terms in Appendix A below, the applicable Order Form, or the applicable Schedule. All definitions in the Agreement apply both to their singular and plural forms, as the context may require.

### **SERVICE TERMS:**

#### **CreatorIQ Service Terms**

If you participate in the CreatorIQ Service, in addition to the Master Terms and Conditions set forth below, the following Service Terms apply:

- 1. Services Provided.** Subject to your full compliance with the terms and conditions of the Agreement, you have the right to access and use the CreatorIQ Services during the term of these Service Terms solely for your own business purposes, including providing services to your clients. Your rights are non-exclusive, non-transferable and non-sub-licensable.
- 2. Effects Of Termination.** Upon expiration or termination of these CreatorIQ Service Terms, (a) all rights granted by us to you, and you to us pursuant to these Service Terms will immediately terminate, (b) we may promptly cease performing all obligations under these Service Terms, (c) all access by you and any Authorized User to the CreatorIQ Services is terminated immediately; and (d) any Customer Personal Data will be deleted or returned in accordance with the DPA.

#### **Data Onboarding Service Terms**

If you participate in the Data Onboarding Service, in addition to the Master Terms and Conditions set forth below, the following Service Terms apply:

- 1. Data Onboarding.** With respect to data files that you provide to LiveRamp (“**Customer Data Files**”) for purposes of making such data files available to us for use with the CreatorIQ Service (“**Purpose**”), you represent and warrant that you have all necessary rights to (a) provide the Customer Data Files to LiveRamp, and grant and do hereby grant LiveRamp the right to process the Customer Data Files for the Purpose, and (b) grant and do hereby grant us the right to use the Customer Data Files in connection with the CreatorIQ Service. You will comply with any instructions and restrictions imposed by LiveRamp in relation to Customer Data Files, as communicated to you from time-to-time. You will upload the Customer Data Files to LiveRamp through the LiveRamp Connect user interface and provide a data file layout, or via a designated SFTP site, pursuant to LiveRamp’s file format guidelines provided to you.
- 2. Effects Of Termination.** Sections 1(a) of these Data Onboarding Service Terms will survive expiration or termination hereof.

## **Creator Pay Full Service Payment Processing Service Terms**

If you participate in the Creator Pay Full Service Payment Processing Service (“CPFS”), in addition to the Master Terms and Conditions set forth below, the following Service Terms apply:

- 1. Services Provided.** In connection with your use of the CreatorIQ Services and subject to your full compliance with the terms and conditions of the Agreement, we will provide you the following payment processing services or as otherwise set forth on the applicable Order Form (“**Full Service Payment Processing Service**”): (a) collect W-9/W-8 tax forms from each Creator; (b) pay each Creator after you or one of your Authorized Users approve in the CreatorIQ Platform the (i) deliverables required by each Creator, and (ii) payment to each Creator; (c) monthly reporting about each Creator Payment and your CPFS Account Balance; (d) a CSV file for you to upload to your enterprise resource planning system; (e) annual 1099 or 1042 reporting for each Creator; (f) customer support for questions related to the Full Service Payment Processing Service, and (g) one (1) additional user seat/instance in your CreatorIQ Account free of charge for use by your administrative/accounting department to access reports of Creator Payments made by us.
- 2. Your Obligations.** In order to pay Creators timely, you will (a) maintain your CPFS Account Balance on a monthly basis sufficient to cover the CPFS Amounts Owed, and (b) within the CreatorIQ Platform: (i) initiate a campaign; (ii) select/identify for each campaign, the Creator(s) you want to contract with; (iii) set deliverables and the amount to pay each Creator; (iv) at the end of each campaign, confirm each Creator’s completion of his/her deliverables; and (v) approve the payment to each Creator. No Creator Payment will be issued until you approve such payment in the CreatorIQ Platform.
- 3. Creator Payments.** The money required to fund each Creator Payment is due in advance of when the applicable Creator is paid as set forth in the applicable Order Form. At the beginning of each campaign, you will advise us of your creator budget, and thereafter, we will invoice you the amount necessary to fund your CPFS Account Balance, and such invoice will be due within ten (10) days of receipt. If your CPFS Account Balance is not sufficient to cover the CPFS Amounts Owed, we will suspend the Full Service Payment Processing Services, and no additional services will be provided or payments made to Creators until the CPFS Amounts Owed are paid in full.
- 4. Fees; Payments.** The Creator Payment Fees (including the minimum amount due), Processing Fees, and Creator Payments are non-refundable. For the avoidance of doubt, pre-paid and unused Creator Payments due are refundable.
- 5. Effects Of Termination.** Sections 3 and 4 (each for accrued but unpaid Creator Payments, Creator Payment Fees and Processing Fees), and 5 of these Full Service Payment Processing Service Terms will survive expiration or termination hereof. We will pay you any CPFS Account Balance owed to you within 15 days of expiration or termination of these Service Terms. You will pay us in full for any CPFS Amounts Owed within 15 days of expiration or termination of these Full Service Payment Processing Service Terms.

## **Tribe Dynamics Service Terms**

If you participate in the Tribe Dynamics Service, in addition to the Master Terms and Conditions set forth below, the following Service Terms apply:

- 1. Services Provided.** Subject to your full compliance with the terms and conditions of the Agreement, you have the right to access and use the Tribe Dynamics Services during the term of these Service Terms solely for your own business purposes, including providing services to your clients. Your rights are non-exclusive, non-transferable and non-sub-licensable.
- 2. Effects Of Termination.** Upon expiration or termination of these Tribe Dynamics Service Terms, (i) all rights granted by us to you, and you to us pursuant to these Service Terms will immediately terminate, (ii) we may promptly cease performing all obligations under these Service Terms, and (c) all access by you and any Authorized User to the Tribe Dynamics Services is terminated immediately.

## **MASTER TERMS AND CONDITIONS:**

These Master Terms and Conditions also apply to each Service, except as otherwise stated below.

**1. Use Restrictions.** You agree that the Services and Technology, and their structure, organization, and underlying source code constitute our valuable trade secrets. You agree not to, and will not permit any Authorized User or any other person to: (i) alter, modify, reproduce, reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the Technology, or any part thereof; (ii) interfere in any manner with the operation or hosting of any Service or Technology, or attempt to gain unauthorized access to any Service; (iii) sublicense or transfer any of your rights in connection with any Service and/or the Agreement, including granting access to or otherwise making any Service and/or Technology available to any third party (except Authorized Users), providing outsourcing, service bureau, commercial hosting, application service provider, or online services to third parties; or (iv) use any Service, Platform, or Technology except as explicitly permitted by the Agreement, and in compliance with all applicable Laws (defined below).

**2. Customer Information.** You own and retain all right, title and interest in and to all Customer Information, and Customer Marks. You grant us a revocable, non-exclusive right to use Customer Information and Customer Marks solely to provide you and your clients the applicable Service and as authorized by you under the Agreement, and at all times in accordance with Schedules 4 and 5 referenced above. All use by us of Customer Marks, and any and all goodwill derived therefrom, inure solely to your benefit. We will not edit or otherwise alter the Customer Marks without your prior written approval (email acceptable).

**3. Service Ownership; Usage Rights.**

a. You agree that you are not receiving any ownership interest, or any rights, title, or interest in or to any of the Services, Platforms, or Technology, except for the limited usage and access rights expressly granted in the Agreement.

b. Subject to the limited usage and access rights expressly granted in the Agreement, we own and retain all rights, title and interest in and to all intellectual property embodied in or related to the Services, Platforms, Technology, and any other information or technology used or made available by us in connection with the Services, including our proprietary algorithms, reporting templates, and data, such as the data, analytics, and/or reporting provided to you (e.g., audience data, benchmarks, rankings), but specifically excluding Customer Information. Our name and logo, and the Service and product names associated with the Services and/or Platforms are trademarks of us or third parties, and no right or license is granted to you separate from your right to access the Services and/or Platforms as expressly set forth herein. Subject to Section 1 of these Master Terms and Conditions and the rights of the Creators over their Personal Information, and without affecting your rights in and to your Customer Information, you are granted a limited, non-transferrable, non-exclusive, non-sublicensable right to use reports and outputs from the Services for your internal business purposes (including for provision to your relevant clients).

c. We have the right to collect and analyze non-personal information resulting from your and each Authorized User's use of the Services. In addition, we may use such information to improve the Services and/or Platforms, monitor performance of the Services for compliance with the applicable Service Level Agreement, analyze and benchmark performance and engagement (e.g. across industry sectors and geographies), provided that the foregoing collected information is used only in aggregated, anonymized, and deidentified form, and without using your Confidential Information (defined below).

**4. Fees; Payment Terms.** You agree to pay us in U.S. Dollars for all fees, charges, payments set forth in the applicable Order Form ("**Fees**"). We will submit an invoice to you via e-mail, and you agree to pay all Fees without offset or deduction within 30 days of receipt of the invoice (unless otherwise set forth in the applicable Order Form) via ACH or wire transfer to SocialEdge, Inc.

The Fees do not include applicable sales, use, value-added, withholding, excise or any other similar taxes, or government charges (exclusive of our income taxes), which are payable by you, and are in addition to any amounts due to us hereunder. Further, if we do not receive timely payment, you will pay all amounts due upon demand, and in addition to other rights, we may suspend performance of Services and/or terminate the Agreement. You agree to submit any disputes about your invoices/charges to your Account(s) to us in writing within 30 days of receipt of the invoice, otherwise you waive such dispute, and such Fees will be final and not subject to challenge. If you fail to make payment as set forth herein for undisputed

amounts, you also will pay (a) a late fee equal to 1% monthly (or the highest amount allowed by applicable Law) of all past due Fees, and (b) all reasonable expenses (including attorneys' fees) incurred by us in collecting past due Fees.

**5. User IDs.** Except for any Service limited by the number of instances/seats set forth in the applicable Order Form, (a) you will be able to create one User ID for each Authorized User permitted to access the applicable Platform through your Account, and (b) User IDs are only for designated Authorized Users, and may not be shared or used by more than one Authorized User, but such User ID may be reassigned to another Authorized User as needed. You are responsible for ensuring the security and confidentiality of all User IDs, and will promptly notify us of any loss or theft of any User ID, and/or unauthorized access, or use of any Platform that you become aware.

**6. Term; Termination.** The term of the Agreement commences as set forth in the applicable Order Form, and continues as set forth therein, or if nothing is specified, 12 months from the effective date of the Order Form ("**Initial Term**"). The Agreement will automatically renew for consecutive 12 month terms (each, a "**Renewal Term**", and together with the Initial Term, "**Term**") unless a Party provides written notice to the other Party at least 60 days prior to the expiration of the Initial Term or applicable Renewal Term. Notwithstanding the foregoing, and in addition to other rights set forth in the Agreement, a Party may terminate the Agreement, or the applicable Service Terms, if a material breach by a Party is not cured within 30 days of receipt of written notice from the non-breaching Party. In addition, and notwithstanding anything to the contrary in the Agreement, without incurring liability of any kind, we may suspend, limit, or terminate your participation in any Service or Platform, or part thereof if you do not cure the material breach within ten (10) days of receipt of written notice identifying the material breach, or if we have a reasonable basis therefor to protect our interests, the interests of other customers, or the public in general. Sections 2 (first sentence), 3(c), 4 (for accrued but unpaid Fees), 6 (last sentence), 7 (for one year after expiration or termination of the Agreement), 8, 9, 10, 11, 12, 14, 15, and 16, and Appendix A (Definitions) of these Master Terms and Conditions will survive expiration or termination hereof and any applicable Service Terms.

**7. Insurance.** During the term of this Agreement and for at least one (1) year thereafter, we will maintain commercially reasonable insurance coverage in connection with our performance under the Agreement, and as required by law, including.

a. Commercial General Liability insurance, which includes coverage for premises and operations, products and completed operations, contractual liability, independent contractors, broad form property damage, personal injury, and fire legal liability. The policy will not contain any intra-insured exclusion as between insured persons or organizations, but will include coverage for liability assumed under the Agreement as an "insured contract".

b. Technology Errors and Omissions Insurance (e.g., Cyber/Privacy/Network Security), which includes coverage for negligent acts, errors and omissions in the performance of the applicable Services, infringement (excluding patent infringement), and misappropriation. Such insurance will also include coverage for: (i) liability arising from theft, dissemination and/or use of Confidential Information and Customer Information stored or transmitted in electronic form, and (ii) liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's computer, computer system, network or similar computer-related property and the data, software and programs stored thereon.

**8. Confidentiality.** Each Party as receiving Party will not (i) disclose or otherwise make available any Confidential Information of the other Party as disclosing Party, except to employees, contractors, agents, or Affiliates, in each case who have a legitimate need to know such Confidential Information, and are bound by confidentiality and non-use obligations no less restrictive than those contained in the Agreement, or (ii) use any Confidential Information of the disclosing Party except as necessary in connection with the purpose for which such Confidential Information is disclosed to the receiving Party by the disclosing Party, or in connection with, or as set forth in the Agreement. Notwithstanding the foregoing, the receiving Party may disclose Confidential Information of the disclosing Party in connection with subpoenas, court orders, other legal processes, or as otherwise required by applicable Law, provided that the receiving Party gives the disclosing Party prompt written notice of such requirement (unless expressly prohibited in writing in such subpoena, court order, or other legal process) prior to such disclosure and takes reasonable steps to protect the information from public disclosure, and provided further that any such disclosure is limited to the minimum extent necessary to comply with the legal requirement. Notwithstanding anything to the contrary in the Agreement, without the other Party's consent, a Party may disclose the Agreement (or the existence of the Agreement) to bona fide potential investors or prospective purchasers of a portion of or all of its

assets or beneficial ownership interests, provided such disclosure is subject to confidentiality and non-use obligations no less restrictive than those contained in the Agreement, and/or as required by applicable Law, including any governmental or regulatory filing.

**9. Representations.** Each Party represents, warrants, and covenants that (a) it has the right and/or authority to enter into the Agreement, and (b) its performance and use of each Service and/or Platform will comply with all applicable Laws.

**10. Indemnification.**

a. **By Us.** Subject to Section 12, below, we will indemnify, defend, and hold harmless you and your Affiliates, and each of their respective officers, directors, consultants, contractors, agents, attorneys, and employees (collectively, "**Customer Indemnified Entity**") from all third-party claims, whether actual or alleged, to the extent arising from (i) infringement by our Technology of any valid U.S. copyright or valid U.S. trademark as a result of using the applicable Service or Platform in full compliance with the Agreement, (ii) breach by us of Section 8 (Confidentiality) and/or Section 9 (Representations), and/or (iii) a claim from a Creator and/or from a competent data protection supervisory authority, each as resulting from our breach of the DPA, and/or the Security Schedule (collectively, "**SocialEdge Claims**"). Notwithstanding any other provision in the Agreement, we will have no liability or indemnification obligation with respect to any SocialEdge Claim to the extent it is based on or arises out of: (w) the modification of any Service, Platform, and/or Technology, by or on behalf of a Customer Indemnified Entity, or anyone other than us; (x) the combination or use of any Service, Platform, and/or Technology, with any software, service, product, or technology not supplied by us; (y) misuse of any Service, Platform, and/or Technology by or on behalf of a Customer Indemnified Entity in a manner contrary to our written instructions or the Documentation; or (z) Customer Information, and/or data, analytics, and/or reports provided pursuant to the Agreement. If our Technology infringes, or we reasonably believe it may infringe a third-party's intellectual property rights, we may, at our own expense and option: (1) procure the right for the applicable Customer Indemnified Entity to continue using the applicable Service and/or Platform; (2) modify our Technology so that its becomes non-infringing without material loss of functionality to the applicable Service or Platform; or (3) terminate the Agreement and refund the applicable Customer Indemnified Entity a pro-rata portion of any prepaid and unused Fees for the applicable Service.

b. **By You.** Subject to Section 12, below, you will indemnify, defend, and hold harmless us and each of our respective officers, directors, consultants, contractors, agents, service providers, attorneys, and employees from all third-party claims, whether actual or alleged, to the extent arising from (i) use of Customer Information by us as permitted by the Agreement, and/or (ii) breach by you, any Authorized User, and/or anyone acting on your behalf of Section (1) (Use Restrictions), Section 8 (Confidentiality), Section 9 (Representations), and/or the Service Terms of each Service you participate in (collectively, "**Customer Claims**").

c. **Indemnification Procedure.** The indemnifying entity is solely responsible for defending each of its respective claims described in Section 10(a) or 10(b), as applicable, subject to the indemnified entity's right to participate with counsel of its own choosing, at its own expense, and for payment of all judgments, settlements, damages, losses, liabilities, costs, and expenses, including reasonable attorneys' fees, resulting from the applicable claim(s), provided that the indemnifying entity will not agree to any settlement that imposes any obligation or liability on an indemnified entity without its prior written consent, not to be unreasonably withheld, conditioned, or delayed.

d. **Exclusive Remedy.** The indemnification obligations set forth above are the sole and exclusive liability of the indemnifying party, and the sole and exclusive remedy of the indemnified party for any third-party claim described in Section 10(a) or 10(b), as applicable.

**11. Warranty Disclaimer.** EXCEPT AS EXPRESSLY SET FORTH IN THE AGREEMENT, (a) EACH SERVICE AND PLATFORM IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY, REPRESENTATION, CONDITION, OR GUARANTEE OF ANY KIND, EXPRESS OR IMPLIED, AND USE THEREOF IS AT YOUR OWN RISK, AND (b) TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, EACH PARTY DISCLAIMS ANY AND ALL WARRANTIES, REPRESENTATIONS, CONDITIONS, OR GUARANTEES, INCLUDING ANY WARRANTIES OF TITLE, MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

**12. Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT FOR SECTION 4 (FOR ACCRUED BUT UNPAID FEES), LIABILITY ARISING FROM AN BREACH OF SECTION 8 (CONFIDENTIALITY), AND/OR ANY INDEMNIFICATION OBLIGATIONS UNDER SECTION 10, (a) OUR AND YOUR RESPECTIVE MONETARY LIABILITY IN CONNECTION WITH THE AGREEMENT, UNDER ANY CAUSE OF ACTION OR THEORY, IS LIMITED TO THE AMOUNT PAID OR PAYABLE BY YOU PURSUANT TO THE AGREEMENT IN THE TWELVE-MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE CLAIM, AND (b) IN ADDITION TO ANY OTHER LIMITATION IN THE AGREEMENT, NEITHER YOU NOR WE ARE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING DAMAGES FOR LOSS OF PROFITS, BUSINESS OPPORTUNITIES, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES ARISING OUT OF, OR IN CONNECTION WITH, THE AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION IN THE AGREEMENT, OUR AND YOUR SEPARATE MONETARY LIABILITY ARISING OUT OF A BREACH OF SECTION 8, TOGETHER WITH ANY MONETARY INDEMNIFICATION OBLIGATIONS PURSUANT TO SECTION 10, WILL BE STRICTLY LIMITED IN AGGREGATE TO \$250,000.

**13. Press Release; Publicity.** A Party or anyone acting on a Party's behalf will not issue any press release or other public statement regarding the Agreement without the prior written approval of the applicable Party.

**14. Notices.** We may give notices to you by email, recognized overnight mail, first class mail, or in your Account. You will ensure that your contact and Account information is current and correct, and promptly notify us in writing of any changes to such information. You will send all legal notices (e.g., breach, indemnification, termination, etc.) to us via recognized overnight courier or certified mail, return receipt requested, to: Chief Legal Officer, SocialEdge, Inc., 600 Corporate Pointe, Suite 210, Culver City, CA 90230, with a copy to: [legal@creatoriq.com](mailto:legal@creatoriq.com).

**15. Choice of Law; Venue.** The terms of the Agreement and any dispute relating thereto will be governed by the laws of the State of California, without regard to conflict/choice of law principles or the United Nations Convention on the International Sale of Goods. Each Party agrees to submit to the exclusive jurisdiction of the state and federal courts located in Los Angeles County, California.

**16. Miscellaneous.** The Agreement constitutes the entire agreement and understanding between the Parties regarding the subject matter contained herein, and supersedes all other agreements, understandings, negotiations, representations, claims, and communications in all forms of media, written and oral, regarding the subject matter contained herein (including any additional, different, or conflicting terms on any of your forms, emails, purchase orders, or papers). Any suggestion, comment, improvement, idea, enhancement request or feedback provided by you or on your behalf with respect to or relating to any Service or Platform may be used by us without compensation or attribution to you, and in connection therewith, you grant us a perpetual, irrevocable, fully paid-up, unrestricted right to use any or all of the foregoing. If there is a conflict between terms in different elements of the Agreement, the conflict will be resolved according to the following order of precedence: (1) applicable Order Form (subject to the following sentence), (2) the applicable Service Terms, (3) Master Terms and Conditions, and (4) any Schedule. Notwithstanding the foregoing, an Order Form may amend the applicable Service Terms and/or Master Terms and Conditions only if the amended terms contained in such Order Form applies to: (a) the Account listed in or created in connection with the Order Form, and (b) that Order Form and not to any other Service or Order Form. Only a written instrument specifically waiving compliance that is executed by the applicable Party may waive any term(s) and/or condition(s) of the Agreement. No waiver by a Party of any provision hereof will be deemed a waiver of any other breach of such provision or a waiver of the provision. If any provision of the Agreement is held or made invalid or unenforceable for any reason, such invalidity will not affect the remainder of the Agreement, and the invalid or unenforceable provision will be replaced by a valid provision that has a similar effect. Except for your payment obligations, a Party will not have any liability under or in connection with the Agreement by reason of any failure or delay in the performance of Party's obligations on account of any strike, shortage, riot, act of terrorism, insurrection, fire, flood, storm, explosion, earthquake, Internet and/or electrical outage, computer virus, acts of God, war, governmental action, or any cause that is beyond such Party's reasonable control. The Parties are independent contractors and nothing in the Agreement will be construed to create, evidence, or imply any agency, employment, partnership, or joint venture between or among them. Except as otherwise set forth in the Agreement, the Agreement is not intended to benefit, nor will it be deemed to give rise to any rights in, any third party. No Party may assign, sublicense or transfer the Agreement or any right or duty under the Agreement, in whole or in part, without the other Party's prior written consent; provided however, a Party may assign the

Agreement without the consent of any other Party in connection with the reorganization, reincorporation, merger or sale of all or substantially all of the assets or stock of such Party. Each Party's rights and obligations under the Agreement will bind and inure to the benefit of the applicable Party's permitted successors and permitted assigns. Any assignment, transfer, or attempted assignment or transfer in violation of this Section will be void and of no force or effect. Any rights not expressly granted in the Agreement are reserved by the applicable Party, and all implied licenses are disclaimed. Authorized Users must comply with the Agreement, and you are liable for their acts and/or omissions in connection with the Agreement (including any third-party claim resulting therefrom) and any Fees owed they may accrue. You agree that act and/or omission of an Authorized User not in compliance herein will constitute a breach of the Agreement by you. Headings of Sections are for convenience only, and are not intended to affect the interpretation or construction of any other provision of the Agreement. As used in the Agreement, the word "**including**" is a term of enlargement meaning "including without limitation" and does not denote exclusivity, and the words "**will**", "**shall**", and "**must**" are deemed to be equivalent and denote a mandatory obligation or prohibition, as applicable. Executed counterparts of the Agreement will each be deemed originals, whether exchanged via mail or electronically. Services and obligations to be performed by one of our entities listed on an Order Form may be performed by an Affiliate who is bound by confidentiality and non-use provisions substantially similar to those contained herein. The Agreement may not be modified except upon the written consent of the Parties; provided however, we may modify the DPA to comply with applicable Law.

[End of Master Terms and Conditions]

## Definitions

### Appendix A

1. **“Account”** means an account(s) created in your name to access a Service.
2. **“Affiliate”** means, with respect to an entity, any other entity that directly or indirectly controls, is controlled by, or is under common control with such entity.
3. **“Authorized Users”** means your employees, agents, representatives, consultants, contractors, clients, and any person or entity acting or apparently acting on your behalf, and/or your Affiliates that access a Service without executing their own separate Order Form.
4. **“Confidential Information”** means information of a financial, legal, or business nature relating to the business of the disclosing Party, as well as its Affiliates and/or clients, of a confidential nature, including information which should reasonably be interpreted to be confidential, proprietary, or trade secret information. Confidential Information may also include information disclosed to a disclosing Party by third parties. Confidential Information will not, however, include any information which: (a) was publicly known and made generally available in the public domain prior to disclosure by the disclosing Party; (b) becomes publicly known and made generally available after disclosure by the disclosing Party through no fault of the receiving Party or anyone to whom the receiving Party discloses the disclosing Party’s Confidential Information; (c) is already in the possession of the receiving Party at the time of disclosure by the disclosing Party as shown by the receiving Party’s files, records, and/or other competent evidence immediately prior to the time of disclosure; (d) is obtained by the receiving Party from a third party without a breach of such third party’s obligations of confidentiality; or (e) is independently developed by the receiving Party without use of or reference to the disclosing Party’s Confidential Information.
5. **“CPFS Account”** means the Account created in your name for use with the Full Service Payment Processing Service.
6. **“CPFS Account Balance”** means the amount of funds maintained by you to satisfy the CPFS Amounts Owed.
7. **“CPFS Amounts Owed”** means the amount you owe for each Creator Payment, Creator Payment Fees, and Processing Fees for the Full Service Payment Processing Service.
8. **“Creator”** means a user, creator or influencer on social media whose information is added to a Platform by you or us.
9. **“CreatorIQ Account”** means the Account created in your name for use with the CreatorIQ Services.
10. **“CreatorIQ Platform”** means our software-as-a-service platform where we provide the CreatorIQ Services.
11. **“CreatorIQ Services”** means the CreatorIQ creator and social talent management, recruiting and monetization services.
12. **“Creator Payment”** means the payment we make to Creators in connection with providing the Full Service Payment Processing Service.
13. **“Creator Payment Fee”** means the percentage of each Creator Payment set forth in the Order Form.
14. **“Customer Information”** means all non-public information you enter into a Platform or collected through your use of a Platform or through integration of a Service with other systems on your behalf, and such information may include any data and analytics with respect to your Creators, any personalized tags you have gathered with respect to such Creators (e.g., “in network,” “signed up with I+,” etc.), Customer Data Files, non-public data we access on your behalf using accounts and passwords provided by you (e.g.,



YouTube CMS data, benchmarks, rankings, ratings, algorithms, etc.), and Customer Personal Data as defined in the DPA.

15. **“Customer Marks”** means all trademarks, service marks, trade names, logos and other related intellectual property embodied in any Customer Information or otherwise furnished by you in connection with the Agreement.

16. **“Documentation”** means the online or written user guides, specifications, and manuals made available by us regarding the Services, and any updates thereto.

17. **“Laws”** means all laws, statutes, directives, treaties, and governmental regulations.

18. **“Party”** or **“Parties”** means each of you and us, and collectively, you and us.

19. **“Platform”** or **“Platforms”** means the CreatorIQ Platform or Tribe Dynamics Platform, and collectively, CreatorIQ Platform and Tribe Dynamics Platform.

20. **“Processing Fees”** means the fees charged for processing each Creator Payment set forth on the Order Form.

21. **“Technology”** means the Platform(s), and other technology used by us or on our behalf to provide any or all of the Services, including data, information and other content included on or accessible through any or all of the Services.

22. **“Tribe Dynamics Account”** means the account created in your name for use with the Tribe Dynamics Platform.

23. **“Tribe Dynamics Platform”** means the Tribe Dynamics software-as-a-service platform where we provide the Tribe Dynamics Services.

24. **“Tribe Dynamics Services”** means the Tribe Dynamics social reporting and analytics services.

25. **“User ID”** means each unique user identification name and password used for access to and use of a Service through your applicable Account.

[End of Appendix A]