

CREATOR PAYMENT PROCESSING MASTER SERVICES AGREEMENT

Subject to your full compliance with this Creator Payment Processing Master Services Agreement (“**Master Services Agreement**”), we provide you and your authorized users (a) influencer and social talent payment processing services, products, and programs, and (b) as an authorized value-added reseller, we provide access to the CreatorIQ Platform. This Creator Payment Processing Master Services Agreement consists of the following service terms for each service, product, program, and/or platform that you or your Affiliate(s) participate in or utilize (collectively, “**Service Terms**”) and the Master Terms and Conditions set forth below.

SERVICE TERMS:

Capitalized terms used but not defined in the Service Terms have the meanings given to such terms in the Master Terms and Conditions below, or the separately entered into CPP Order Form or CreatorIQ Schedule 1.

Full Service Payment Processing Service Terms

In addition to the Master Terms and Conditions set forth below, the following Service Terms apply.

1. Definitions. In these Full Service Payment Processing Service Terms, the following definitions also apply:

- a. “**Account Balance**” means the amount of each payment made to us less amounts owed for Creator Payments, and associated Processing Fees and Advance Fees set forth in the CPP Order Form;
- b. “**Advance Fees**” means the fees set forth in the CPP Order Form charged by us when your Account Balance is less than zero;
- c. “**Amounts Owed**” means the amount you owe CPP for Creator Payments, Processing Fees, and Advance Fees.
- d. “**Creator Payment**” means the amount of each payment made by us to creators after receiving your instructions via the CreatorIQ Platform or via written instruction (email acceptable);
- e. “**Creator Payment Limit**” means the total amount of Creator Payments that we will make on your behalf; and
- f. “**Processing Fees**” means the fees set forth in the CPP Order Form charged by us to process Creator Payments.

2. Services Provided. Subject to your full compliance with the terms and conditions of the Agreement, and in connection with your use of the CreatorIQ Platform, we will provide you the following payment processing services or as otherwise set forth in the CPP Order Form (“**Full Service Payment Processing Service**”): (a) contract with/hire each creator you request, (b) collect W-9/W-8 tax forms from each creator, (c) pay each creator after you or your authorized users approve the deliverables required by the creator and payment to such creator, (d) monthly reporting about payments made to creators and your Account Balance, (e) a CSV file for you to upload into your enterprise resource planning system, (f) annual 1099 or 1042 reporting for each creator (since we are the contracting and paying party, we will issue the form 1099/1042 to each creator), and (g) customer support for questions related to Creator Payments and associated services. For purposes of clarity, we will not provide support for questions related to the CreatorIQ technology, platform, or services, which should be directed to SocialEdge, Inc. *d.b.a.* CreatorIQ.

3. Authorization. In order for us to provide you and your Authorized Users the Full Service Payment Processing Service, you authorize us to access your CreatorIQ account during the term herein solely for the purpose of providing the Full Service Payment Processing Service to you. SocialEdge will provide one (1) additional user license in your Customer’s CreatorIQ account free of charge to be used by CPP to process Creator Payments on your behalf.

4. Your Obligations. In order for us to timely pay creators, you agree to (a) provide us with a purchase order or other mutually agreed upon documentation that will cover the expected Creator Payments, and (b) within the CreatorIQ Platform: (i) initiate a campaign; (ii) select/identify for each campaign, the creator you want us to contract with; (iii) recruit creators; (iv) set deliverables and the amount to pay the creator; and at the end of each campaign (v) confirm the creator's completion of his/her deliverables; and (vi) approve the payment to the creator. **CPP will not issue any Creator Payment until you or an Authorized User approves the payment in the CreatorIQ Platform.** Once you or an Authorized User approves a Creator Payment using the CreatorIQ Platform, you are responsible to CPP for the amount of each Creator Payment, plus all fees set forth in the CPP Order Form. Furthermore, if you have not prepaid CPP with an amount equal to each Creator Payment, you are responsible for the Advance Fees set forth in the CPP Order Form. You agree that you are responsible for any liability we incur with respect to each creator if you do not comply with your obligations set forth in this Section.

5. Fees. The monthly Processing Fees are based on the payment tiers set forth in the CPP Order Form. In addition, if we make any Creator Payment and your Account Balance is not equal to or greater than the total of each such Creator Payment, you will begin incurring the Advance Fees set forth in the CPP Order Form until paid in full. The amount due for the Advance Fees will be calculated based on the daily outstanding balance of amounts owed by you to us for Creator Payments multiplied by the monthly rate specified in the CPP Order Form. The applicable Advance Fee rate will be a single rate which is determined based on the length of the longest outstanding balance owed by you to us.

6. Payment. Each Creator Payment is due in advance of when we pay the creator(s). We will settle your Account by deducting the Amounts Owed from your Account Balance, and if your Account Balance is less than zero, we will invoice you for the Amounts Owed, and such invoice will be due within ten (10) days of receipt. In the event that you do not have sufficient funds in your Account to satisfy the total Creator Payments, we will advance Creator Payments up to the Creator Payment Limit we establish on a customer-by-customer basis. Once the Creator Payment Limit is reached, we cannot make further Creator Payments until the Amounts Owed are brought below the Creator Payment Limit. You agree that while there is no minimum spend commitment with respect to the creators, the minimum fee due for the Full Service Payment Processing Service is set forth on the CPP Order Form, which is due within 10 days of signing or entering into a CPP Order Form. Notwithstanding the foregoing or anything to the contrary contained in the Agreement, if any invoice is outstanding for more than 90 days after the payment was made by us to the creator, we will suspend your Account, and no additional services will be provided to you or payments made to the creators until the Amounts Owed are paid in full.

7. Effects Of Termination. Upon expiration or termination of these Full Service Payment Processing Service, all terms and conditions of the Agreement will survive until such time as all campaigns have been concluded or terminated pursuant to the applicable agreement with each creator. Sections 5 and 6 (each for accrued but unpaid Creator Payments and fees), and 7 of these Full Service Payment Processing Service Terms will survive expiration or termination hereof. We will pay you any Account Balance owed to you within 15 days of expiration or termination of these Service Terms. You will pay us in full for any Amounts Owed within 15 days of expiration or termination of these Service Terms.

CreatorIQ Platform Service Terms

We are a value-added reseller of the CreatorIQ Platform Services provided by SocialEdge, Inc. *d.b.a.* CreatorIQ (“**SocialEdge**” or “**CreatorIQ**”). If you participate in the CreatorIQ Platform Service, in addition to the Master Terms and Conditions set forth below, the following Service Terms apply.

- 1. Definitions.** In these CreatorIQ Platform Service Terms, the following definitions also apply:
 - a. “**CreatorIQ Services**” means the influencer and social talent management, recruiting and monetization services provided by SocialEdge.
 - b. “**CreatorIQ User ID**” means each unique CreatorIQ User identification name and password used for access to and use of the CreatorIQ Platform through your Account.
 - c. “**Customer Information**” means all information you or your Authorized Users enter into the CreatorIQ Platform or collected through the CreatorIQ Platform from you or your Authorized

Users while accessing the CreatorIQ Services or through integration with other systems, including (i) any data and analytics with respect to your clients, and any personalized tags you have gathered with respect to your social media influencers (e.g., “in network,” “signed up with I+,” etc.), (ii) any Customer-specific data input or output and any materials developed, created and provided by Customer (including such information related to Authorized Users) to SocialEdge during the provision of the CreatorIQ Platform or CreatorIQ Services), (iii) all pre-existing information, data, software, tools and other materials developed by or for Customer prior to commencement of the provision of the CreatorIQ Platform or CreatorIQ Services, (iv) any contact information for your clients, and (e) Covered Customer Data as defined in Schedule 4.

- d. **“Intellectual Property Rights”** means any and all intellectual property rights throughout the world, including any and all copyrights, trademarks, service marks, trade secrets, patents, patent applications, moral rights, contract rights and any and all other legal rights protecting intangible proprietary information.
- e. **“Technology”** means the CreatorIQ Platform and other technology used by or on behalf of SocialEdge to provide the CreatorIQ Services, and all data, information and other content included on or accessible through the CreatorIQ Services.

2. Application Services

a. **Right to Access the CreatorIQ Services.** Subject to your full compliance with the terms and conditions of the Agreement, you have the right to access and use the CreatorIQ Platform and the CreatorIQ Services during the term of these Service Terms solely for your own business purposes, including for purposes of rendering services to your clients. Your rights are non-exclusive, non-transferable and non-sub-licensable. You agree that you are not (i) receiving any ownership interest with respect to the CreatorIQ Services or any Technology or Intellectual Property Rights related to the CreatorIQ Services, and (ii) granted a license to any software used to provide the CreatorIQ Services or associated with the CreatorIQ Services (collectively, **“Software”**), or to any other software, by implication, by estoppel, or otherwise.

b. **Restrictions of Use of CreatorIQ Services.** You agree that the CreatorIQ Services and Technology and their structure, organization, and underlying source code constitute valuable trade secrets of SocialEdge. 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, the Software or any part thereof; (ii) interfere in any manner with the operation or hosting of the CreatorIQ Services or Technology or attempt to gain unauthorized access to the CreatorIQ Services or any other services offered by SocialEdge; (iii) sublicense or transfer any of its rights under these Service Terms, including granting access to the CreatorIQ Services and/or Technology to any third party (except Authorized Users), providing outsourcing, service bureau, commercial hosting, application service provider or online services to third parties, or otherwise making available the CreatorIQ Services or Technology, or access thereto, to any third party; (iv) use or access the CreatorIQ Services or Technology for any competitive or other benchmarking purposes; or (v) use the CreatorIQ Services, Software or Technology except as explicitly permitted by these Service Terms and in compliance with applicable Laws.

c. **CreatorIQ User IDs.** You will be able to create one CreatorIQ User ID for each Authorized User authorized to access the CreatorIQ Services through your Account, and you are responsible for ensuring the security and confidentiality of all CreatorIQ User IDs. You agree that you are fully responsible for all liabilities incurred through use of any CreatorIQ User ID(s) (whether authorized or unauthorized) and that any transactions completed under a CreatorIQ User ID will be deemed to have been completed by you, provided that neither CPP nor SocialEdge shall be responsible for any liabilities resulting from a breach of SocialEdge’s security, or SocialEdge’s or its agent’s negligence or willful misconduct. In no event will CPP or SocialEdge be liable for the foregoing obligations or the failure by you to fulfill such obligations.

d. **Customer Equipment.** You are responsible for obtaining and maintaining throughout the term of these Service Terms, all computer hardware, software, communication lines, ports, interface equipment, terminals, internet access, bandwidth, network routing equipment, application licenses and other materials necessary for each Authorized User to access and use the CreatorIQ Services at your facilities.

e. Customer Support. SocialEdge will provide you with customer support in connection with the CreatorIQ Platform and CreatorIQ Services, including customer enablement and account management.

3. Ownership

a. Customer Ownership. You own and retain all right, title and interest in and to all Customer Confidential Information. SocialEdge will use Customer's Confidential Information solely to provide the CreatorIQ Services under these Service Terms and as otherwise authorized by you under these Service Terms, and at all times in accordance with Schedules 4 and 5. In addition, you and your designees, successors and assigns shall also own all right, title and interest in and to all trademarks, service marks, trade names, logos and other related intellectual property embodied in the Customer Information or otherwise furnished by Customer hereunder (collectively the "**Customer Marks**"). You grant SocialEdge a revocable, non-exclusive, non-transferable license to use the Customer Marks under the terms and conditions of these Service Terms solely to provide the CreatorIQ Services. All use by SocialEdge of the Customer Marks, and any and all goodwill derived therefrom, shall inure solely to your benefit. SocialEdge will not edit or otherwise alter the Customer Marks without your prior written approval.

b. Customer Information Ownership. For the avoidance of doubt, you own and retain all right, title and interest in Customer Information, including proprietary data such as data you entered into the CreatorIQ Platform, non-public data provided by you in batch files for SocialEdge to import and any non-public data SocialEdge accessed on your behalf using accounts and passwords provided by you (e.g., YouTube CMS data, benchmarks, rankings, ratings, algorithms, etc.).

c. SocialEdge Ownership. SocialEdge retains all right, title and interest in and to, and all Intellectual Property Rights embodied in or related to the CreatorIQ Services, Technology, and any other information or technology used or made available by SocialEdge in connection with the Technology and CreatorIQ Services, including SocialEdge's proprietary data and algorithms provided to you (e.g., audience data, benchmarks, rankings) and any and all improvements, updates, and modifications to the CreatorIQ Services and/or Technology (explicitly excluding Customer Information). The SocialEdge name and logo, and the product and service names associated with the CreatorIQ Services are trademarks of SocialEdge or third parties, and no right or license is granted to you separate from your right to access the CreatorIQ Services as expressly set forth herein.

d. SocialEdge Usage Rights. SocialEdge has the right to collect, extract, compile, synthesize, and analyze non-personally identifiable data resulting from you and each Authorized User's use of the CreatorIQ Services ("**Data**"). To the extent that any such Data is collected by SocialEdge, SocialEdge shall have a non-exclusive, non-transferable, irrevocable, universal, fully paid-up, royalty-free perpetual license in the Data which may be used by SocialEdge for any lawful business purpose without a duty of accounting to you, provided that the Data is used only in an aggregated and deidentified form, without specifically identifying you or your Authorized Users, clients, or members of your network as the subjects of the Data, and without using Customer Confidential Information.

4. **Payment.** You will pay the annual subscription fee and other payments ("**Fees**") as set forth in CreatorIQ Schedule 1. SocialEdge is not required to begin performance of the CreatorIQ Services prior to receipt of the Fees due as per CreatorIQ Schedule 1 and the payment terms therein.

5. **Indemnification.** In addition to the indemnification obligations set forth in the Master Terms and Conditions below:

a. By SocialEdge. Subject to Section 10 of the Master Terms and Conditions, SocialEdge will indemnify, defend, and hold harmless each Customer Indemnified Entity from all third-party claims that allege infringement of any valid U.S. copyright or U.S. trademark as a result of using the CreatorIQ Platform Service in accordance with the Agreement, excluding data generated by the CreatorIQ Platform or CreatorIQ Services, Customer Information, and any technology of yours and/or a third party (collectively, "**SocialEdge Claims**"). SocialEdge is solely responsible for defending all SocialEdge Claims, subject to your right to participate with counsel of your own choosing, at your own expense, and for payment of all judgments, settlements, damages, losses, liabilities, costs, and expenses, including reasonable attorneys' fees, resulting from the SocialEdge Claims, provided that SocialEdge will not agree to any settlement that imposes any obligation or liability on a Customer Indemnified Entity without your prior written consent. Notwithstanding any other provision in the Agreement, SocialEdge will not have any liability or

indemnification obligation with respect to any SocialEdge Claim to the extent such claim is based on or arises out of: (i) the modification of the CreatorIQ Platform, CreatorIQ Services, or Technology by you, an Authorized User, or a third party; (ii) the combination or use of the CreatorIQ Platform, CreatorIQ Services, and/or Technology with software, services, products, or technology of yours or a third party; or (iii) misuse of the CreatorIQ Platform and/or CreatorIQ Services by you and/or any Authorized User.

b. By Customer. Subject to Section 10 of the Master Terms and Conditions, you will indemnify, defend, and hold harmless each SocialEdge Indemnified Entity and CPP Indemnified Entity from all third-party claims, whether actual or alleged, to the extent arising from (i) misuse of the CreatorIQ Platform and/or CreatorIQ Services by you and/or any Authorized User, and/or (ii) use by SocialEdge of Customer Information as permitted by these CreatorIQ Platform Service Terms (collectively, “**Customer Claims**”). You are solely responsible for defending all Customer Claims, subject to each SocialEdge Indemnified Entity and CPP Indemnified Entity’s right to participate with counsel of its or their own choosing, at its or their own expense, and for payment of all judgments, settlements, damages, losses, liabilities, costs, and expenses, including reasonable attorneys’ fees, resulting from the Customer Claims, provided that you will not agree to any settlement that imposes any obligation or liability on any SocialEdge Indemnified Entity or CPP Indemnified Entity without its or their prior written consent.

6. Limitation of Liability. NOTWITHSTANDING THE LIMITATIONS STATED IN SECTION 10 OF THE MASTER TERM AND CONDITIONS OR HEREIN, EACH OF SOCIALEDGE AND YOUR SEPARATE MONETARY INDEMNIFICATION OBLIGATIONS PURSUANT TO SECTION 5, ABOVE, WILL BE STRICTLY LIMITED IN AGGREGATE TO \$1,000,000. YOU AGREE THAT THE CREATORIQ PLATFORM AND CREATORIQ SERVICES ARE PROVIDED BY SOCIALEDGE AND NOT CPP, AND THEREFORE CPP HAS NO LIABILITY OR RESPONSIBILITY FOR OR WITH RESPECT TO THE CREATORIQ PLATFORM OR CREATORIQ SERVICES.

7. Additional SocialEdge Obligations. The following schedules located at <https://creatoriq.com/legal/> are incorporated herein by reference: (i) Schedule 3: Service Level Agreement; (ii) Schedule 4: Privacy and Data Processing Agreement; and (iii) Schedule 5: Technical and Organizational Security Measures.

8. Insurance. Without affecting any statutory insurance that SocialEdge is required to maintain, SocialEdge will maintain the following insurance:

a. Commercial General Liability insurance on an occurrence basis providing single limit coverage in an amount not less than \$2,000,000 per occurrence and \$4,000,000 in aggregate, which will include 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 Service Terms as an “insured contract”.

b. Technology Errors and Omissions Insurance, including network and privacy coverage. SocialEdge will carry insurance for negligent acts, errors and omissions in the performance of the CreatorIQ Services, including standard coverage, to the extent commercially available, for infringement (excluding patent infringement) and misappropriation, with limits of not less than \$3,000,000 per claim and \$3,000,000 in the annual aggregate. Such insurance will also include coverage for: (i) liability arising from theft, dissemination and/or use of confidential information (including personal identifiable information, social security numbers, bank account numbers and credit card numbers) 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.

9. Effects Of Termination. Upon expiration or termination of these CreatorIQ Platform Service Terms, (i) all rights and licenses granted to by SocialEdge to you, and you to SocialEdge pursuant to these Service Terms will immediately cease to exist (except for any irrevocable licenses), (ii) SocialEdge may promptly cease performing all obligations under these Service Terms, and (c) all access by you and any Authorized User to the CreatorIQ Services are immediately terminated. Sections 1, 2(a) (last sentence), 3, 4 (for accrued but unpaid Fees), 5, 6, 8 (for four years after expiration or termination of these Service Terms), and 9 of these CreatorIQ Platform Service Terms will survive expiration or termination hereof.

MASTER TERMS AND CONDITIONS:

These Master Terms and Conditions also apply to each Service. Capitalized terms used but not defined in these Master Terms and Conditions have the meanings given to such terms in the Service Terms, CPP Order Form, or CreatorIQ Schedule 1. The following definitions apply to the Agreement:

1. Definitions.

- a. **“Account”** means a CPP and/or CreatorIQ account, as applicable, created in Customer’s name;
- b. **“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;
- c. **“Agreement”** means collectively these Master Terms and Conditions, Service Terms, CPP Order Form, and CreatorIQ Schedule 1;
- d. **“Authorized Users”** means your employees, agents, representatives, consultants, contractors, 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 CPP Order Form and/or CreatorIQ Schedule 1;
- e. **“CPP”** means Creator Payment Processing, Inc.
- f. **“CPP Entities”** means Creator Payment Processing, Inc., and its Affiliates, and its and their officers, directors, consultants, contractors, agents, attorneys, employees, and third-party service providers;
- g. **“CPP Order Form”** means the terms and conditions of the CPP Order Form that you or your Affiliate(s) or Authorized User(s) enter into that references the Master Services Agreement;
- h. **“CreatorIQ Platform”** means the software-as-a-service platform for influencer and social talent management, recruiting and monetization provided by SocialEdge for which we are an authorized value-added reseller;
- i. **“CreatorIQ Schedule 1”** means the CreatorIQ Platform and Services Subscription Terms, Platform, Configuration and Timeline that you or your Affiliate(s) or Authorized User(s) enter into that references the Master Services Agreement;
- j. **“Party”** or **“Parties”** means you or us, and collectively, you and us;
- k. **“we”**, **“us”**, and **“our”** mean CPP; and
- l. **“you”**, **“your”**, and **“Customer”** means the customer name in CPP Order Form or CreatorIQ Schedule 1, and any of your Affiliates or Authorized Users that sign or enter into a CPP Order Form or CreatorIQ Schedule 1.

All definitions in the Agreement apply both to their singular and plural forms, as the context may require.

2. Agency. This Section applies if you are an agency or other entity representing Clients (**“Agency”**). In such case, **“you”** and **“your”** mean Agency, any Affiliates of Agency who execute a CPP Order Form or CreatorIQ Schedule 1, and each such Client. **“Client”** means an entity (including a sole proprietor) that directly or indirectly utilizes the platform or services provided by SocialEdge, Inc. that is/will be enrolled in a Service by you. **a. Authorization.** Agency represents, warrants, and covenants that: (i) it is the authorized agent of the Client and has the legal authority to enter into the Agreement on behalf of the Client, make all decisions, and take all actions relating to each Client’s account, and is entering into the Agreement, including to do each of the foregoing, (ii) by Agency executing a CPP Order Form or CreatorIQ Schedule 1, or otherwise enrolling a Client in a Service, the Client is also entering into the Agreement, and (iii) Agency will not, without our prior written consent: (a) make any representation, guarantee, condition, or warranty

concerning the Service or a CPP Entity, (b) make any commitments (e.g., guarantee as to the success of any campaign) to a Client or potential client regarding the Service, or (c) negotiate any terms or conditions related to the Service which may affect the rights, protections, and/or obligations of a CPP Entity, and/or that are inconsistent with the Agreement. Upon our request, Agency will promptly deliver to us written verification that designates Agency as the Client's agent and authorizes Agency to act on the Client's behalf in connection with the Agreement. In the event of a termination of your relationship with a Client, Agency agrees that such Client may continue to use any Service, including account and payment history related thereto. **b. Payment Liability.** Without limiting any other provision of the Agreement, Agency and each Client will be jointly and severally liable for all payment obligations pursuant to Section 3, below, and you hereby waive any Law (defined below) that may require us to proceed against one or more of you prior to proceeding against any others who may also be liable. Notwithstanding the foregoing, in the event Agency breaches or allegedly breaches Section 2a.(i), above, Agency will be obligated to promptly pay all such amounts due pursuant to the Agreement. You agree that we may directly contact any Client represented by Agency if we have not received payment for such Client's account within 60 days from the date of the applicable invoice.

3. Charges; Fees. You agree to pay us in U.S. Dollars for all charges, fees, and payments set forth in the applicable Service Terms, CPP Order Form, or CreatorIQ Schedule 1.

4. Payment Terms. We will submit an invoice to you at the e-mail specified on the applicable CPP Order Form or CreatorIQ Schedule 1, and you agree to pay such charges, fees, and payments without offset or deduction, within 30 days of receipt of the invoice via electronic transfer payments to the bank and account number designated by us. Further, if we do not receive timely payment (including, if your financial institution does not honor your payment, check or we receive a chargeback), you will pay all amounts due upon demand, and in addition to other rights, we may suspend performance and/or terminate the Agreement. You agree to submit any disputes about charges to your account(s) to us in writing within 30 days of receipt of the invoice, otherwise you waive such dispute, and such charges, fees, and payments will be final and not subject to challenge. If you fail to make payment as set forth herein, you will pay (a) a late fee equal to 1.0% monthly (or the highest amount allowed by Law) of all past due charges, fees, and payments, and (b) all reasonable expenses (including attorneys' fees) incurred by us in collecting past due charges, fees, and payments. Charges, fees, and payments do not include any applicable sales, use, value-added, withholding, excise and 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.

5. Term; Termination. The term of the Agreement commences as set forth in the applicable CPP Order Form or CreatorIQ Schedule 1, and continues as set forth therein, or if nothing is specified, 12 months from the effective date ("**Initial Term**") unless terminated as permitted herein. Unless either Party provides written notice to the other Party at least 60 days prior to the expiration of the Initial Term or applicable Renewal Term, the Agreement will automatically renew for subsequent 12 month terms (each, a "**Renewal Term**", and together with the Initial Term, the "**Term**"). Notwithstanding the foregoing and in addition to other rights set forth in the Agreement, either Party may terminate the Agreement if a material breach by the other 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, we may suspend or limit your participation in any Service or part thereof if you do not cure the material breach within ten (10) days of receipt of written notice identifying the material breach. Sections 1, 2, 3 (for accrued but unpaid charges, fees, and payments owed), 4 (for accrued but unpaid charges, fees, and payments owed), and 5 through 15 of these Master Terms and Conditions, and those provisions specified in any Service Terms will survive termination of the Agreement.

6. Confidentiality. "Confidential Information" means information of a financial, legal, or business nature relating to the business of the disclosing Party 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; (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. The receiving Party will not disclose or otherwise make available any Confidential Information of the 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. 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 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 consent, either 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 Law, including any governmental or regulatory filings.

7. 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 the Services provided under the Agreement will comply with all applicable laws, statutes, directives, treaties, contracts, and regulations (collectively, "**Laws**").

8. Indemnification. Each Party will indemnify, defend, and hold harmless the other Party and its Affiliates, and its and their respective officers, directors, consultants, contractors, agents, attorneys, employees, and our third-party service providers, including SocialEdge (collectively, "**Indemnified Entity**") from all third-party claims, whether actual or alleged, to the extent arising from a Party's breach of the Agreement ("**Claims**"). The indemnifying Party is solely responsible for defending all Claims against each Indemnified Entity, subject to such 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 Claims against an Indemnified Entity, provided that the indemnifying Party will not agree to any settlement that imposes any obligation or liability on an Indemnified Entity without its prior written consent.

9. Warranty Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THE AGREEMENT, (a) EACH SERVICE IS PROVIDED "AS IS," WITHOUT WARRANTY, REPRESENTATION, CONDITION, OR GUARANTEE OF ANY KIND, EXPRESS OR IMPLIED, AND YOUR USE THEREOF IS AT YOUR OWN RISK, AND (b) EACH PARTY DISCLAIMS ON BEHALF OF ITSELF ANY AND ALL WARRANTIES, REPRESENTATIONS, CONDITIONS, OR GUARANTEES, INCLUDING ANY WARRANTIES OF TITLE, MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

10. Limitation of Liability. EXCEPT FOR SECTIONS 3 (FOR ACCRUED BUT UNPAID CHARGES, FEES, AND PAYMENTS OWED), 4 (FOR ACCRUED BUT UNPAID CHARGES, FEES, AND PAYMENTS OWED), LIABILITY ARISING FROM AN INTENTIONAL BREACH OF SECTION 6, ABOVE (CONFIDENTIALITY), AND/OR ANY INDEMNIFICATION OBLIGATION UNDER SECTION 8, ABOVE, (a) ANY LIABILITY OF YOU, THE CPP ENTITIES, AND SOCIALEDGE IN CONNECTION WITH THE APPLICABLE SERVICE, 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, THE CPP ENTITIES, NOR SOCIALEDGE IS LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES ARISING OUT OF, OR IN CONNECTION WITH, THE APPLICABLE SERVICE.

11. Press Release; Publicity. Neither Party or anyone acting on such Party's behalf will issue any press release or other public statement regarding the Agreement without the prior written approval of the other Party; provided however, we may use your name and logo on our marketing and promotional materials and customer lists.

12. Notices. We may give notices to you by email, recognized overnight mail, first class mail or facsimile. You must 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 notices to us via recognized overnight courier or certified mail, return receipt requested, to: General Counsel, Creator Payment Processing, Inc., 600 Corporate Pointe, Suite 210, Culver City, CA 90230.

13. Choice of Law; Venue; Class Action Waiver. 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. Each Party agrees to submit to the exclusive jurisdiction of the state and federal courts located in Los Angeles County, California. ANY CLAIM AGAINST ANY OF THE CPP ENTITIES AND/OR SOCIALEDGE WILL BE ADJUDICATED ON AN INDIVIDUAL BASIS, AND WILL NOT BE CONSOLIDATED IN ANY PROCEEDING WITH ANY CLAIM OR CONTROVERSY OF ANY OTHER PERSON OR ENTITY. AS SUCH, YOU AGREE THAT YOU WAIVE ANY RIGHT TO PARTICIPATION AS A PLAINTIFF OR AS A CLASS MEMBER IN A CLASS ACTION SUIT AGAINST ANY OF THE CPP ENTITIES AND/OR SOCIALEDGE. You may not be a representative of other potential claimants or a class of potential claimants in any dispute, nor may two or more individuals or entities' disputes be consolidated or otherwise determined in one (1) proceeding.

14. Statute of Limitation/Time to File an Action. You agree that regardless of any Law to the contrary, any claim or cause of action arising out of or related to use of any Service must be filed within one (1) year after such claim or cause of action arose or be forever barred.

15. Miscellaneous. The Agreement constitutes the entire agreement and understanding between the Parties and SocialEdge 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. If there is a conflict between the Service Terms, Master Terms and Conditions, CPP Order Form, or CreatorIQ Schedule 1, the conflict will be resolved according to the following order of precedence: (1) applicable CPP Order Form or CreatorIQ Schedule 1, (2) the applicable Service Terms, and (2) Master Terms and Conditions. Notwithstanding the foregoing, a CPP Order Form or CreatorIQ Schedule 1 may amend the applicable Service Terms and/or Master Terms and Conditions only if the amended terms contained in such CPP Order Form or CreatorIQ Schedule 1 apply only to: (a) the Account listed in or created in connection with the CPP Order Form or CreatorIQ Schedule 1, (b) that CPP Order Form or CreatorIQ Schedule 1, and not to any other Service or CPP Order Form or CreatorIQ Schedule 1. Only a written instrument specifically waiving compliance that is executed by whichever Party is entitled to waive such compliance may waive any term(s) and/or condition(s) of the Agreement. No waiver by either 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. Neither Party nor SocialEdge will 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 strikes, shortages, riots, acts of terrorism, insurrection, fires, flood, storm, explosions, earthquakes, Internet and/or electrical outages, computer viruses, acts of God, war, governmental action, or any cause that is beyond such Party's or SocialEdge's reasonable control. The Parties, as well as SocialEdge, are independent contractors and nothing in the Agreement will be construed to create, evidence, or imply any agency, employment, partnership, or joint venture between 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. Neither 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, either Party may assign the Agreement without permission 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 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 omissions in connection with the Agreement (including any third-party claim resulting therefrom), and any charges, fees, or payments owed they may accrue. 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, facsimile, or electronically. Services and obligations to be performed by CPP hereunder may be performed by a CPP Entity (each of which is bound by confidentiality and non-use provisions substantially similar to those contained herein).

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The Agreement, including the Service Terms and Master Terms and Conditions, was last updated on and is effective as of February 19, 2020.