

PROMOREPUBLIC
MASTER PLATFORM SUBSCRIPTION AGREEMENT
FOR AGENCY

THIS MASTER PLATFORM SUBSCRIPTION AGREEMENT GOVERNS CUSTOMER’S ACCESS TO AND USE OF PROMOREPUBLIC'S PLATFORM SERVICES. CAPITALIZED TERMS HAVE THE MEANING SET FORTH HEREIN.

By executing an Order Form, Customer acknowledges it has read, understands and agrees to be bound by this Agreement, including any documents that are incorporated herein by reference. The Platform Services may not be accessed for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

1. DEFINITIONS

“Agreement” means this Master Platform Subscription Agreement.

“Chosen Platform Services” means certain Platform Services chosen by Customer and indicated in the applicable Order Form.

“Claim” means any notice or claim, or suspects, that any Customer Content, or activities hereunder may infringe or violate rights of a third party or any laws or regulations.

“Confidential Information” means information disclosed by Disclosing Party to Receiving Party in writing and marked “confidential” or information that would reasonably be considered confidential due to the context of its disclosure and/or its scope, content or nature and/or given the nature of the information and the Disclosing Party’s business.

“Customer” means legal entity identified in the applicable Order Form.

“Customer Content” means content, data, text, messages and images submitted by Customer (or any User) to the Platform.

“Derivative Works” means works created by Customer or its Users from Customer Content and/or PromoRepublic Content.

“Disclosing Party” means a Party disclosing certain Confidential to the other Party.

“Initial Term” means initial subscription period for Platform Services indicated in the Order Form.

“Fees” means applicable fees for Chosen Platform Services.

“Liabilities” means any and all claims, damages, liabilities, suits, judgments, costs, investigations, administrative or enforcement actions, fines, civil penalties and expenses (including reasonable attorneys’ fees) paid or payable to any unaffiliated third party or incurred in connection with a third-party claim.

“User” means an individual authorized by Customer to use the Chosen Platform Services on behalf of Customer with different levels of access to the Platform according to assigned role.

“Order Form” means a written order, including any attachments attached thereto or incorporated therein by reference, signed by PromoRepublic and Customer, which sets forth the Chosen Platform Services to be provided by PromoRepublic, the price, the payment terms, the subscription period and other terms relevant to delivery of the Platform Services.

“Party” means Customer and/or PromoRepublic, as applicable.

“Platform” means social media marketing collaboration platform currently located at <https://promorepublic.com/> and <https://app.promorepublic.com/>.

“Platform Services” means Platform features and services available to customers on a subscription basis described in detail at <https://promorepublic.com/en/pricing/>.

“Privacy Policy” means Platform's privacy policy available at <https://promorepublic.com/en/privacy-policy/>.

“PromoRepublic” means PromoRepublic Oy, a Finnish company.

“PromoRepublic Content” means content created or licensed by PromoRepublic, including images, that may be made available to Customer and its Users through the Platform Services.

“Professional Services” means certain professional services, such as implementations, integration, testing, custom modifications, or other consulting related to PromoRepublic’s Platform Services.

“Receiving Party” means a Party receiving Confidential Information from the other Party.

“Renewal Term” means successive twelve (12) months auto renewal terms following the end of the previous term.

“Software” means source code, object code or underlying structure, ideas or algorithms of the

Platform.

“**SOW**” means a statement of work agreed by the Parties describing the Professional Services to be performed, and any dependencies, technical specifications or other information related to the Professional Services.

“**Taxes**” means all taxes, including national, state or provincial and local use, sales, value-added, property and similar taxes.

“**Term**” means Initial Term or any Renewal Term of this Agreement.

“**Terms of Service**” means the terms of service of the Platform available at <https://promorepublic.com/en/terms-of-service/>.

2. SERVICES

2.1 Access to Platform Services. Subject to the terms and conditions of this Agreement, PromoRepublic will provide Customer and its Users the Chosen Platform Services through access (via internet) to the Platform. Customer may not, and may not allow or assist its User, to license, sublicense, assign, transfer, distribute, rent, lease or sell the use of or access to the Platform Services to third parties, whether as a service bureau or otherwise. The Platform will be hosted on a server under the control and direction of PromoRepublic, and Customer’s access to the Platform is limited to use over the Internet. Notwithstanding the foregoing, PromoRepublic reserves the right to suspend Customer’s access to the Platform: (i) for scheduled or emergency maintenance of reasonable length in accordance with industry practices, or (ii) in the event Customer is in breach of this Agreement, including failure to pay any undisputed amounts due to PromoRepublic, and fails to cure such breach within five (5) days of receipt of written notice thereof.

2.2 Modifications. The Platform is subject to modification from time to time at PromoRepublic’s sole discretion.

2.3 Third-Party Network. Use of the Platform and Platform Services is subject to the applicable terms of any third party network that is being managed through the Platform (such as, Facebook, Instagram, Twitter, LinkedIn, Pinterest, etc.). PromoRepublic is not responsible to ensure that Customer use of the Platform Services is in compliance therewith. PromoRepublic shall not be liable to Customer if Customer Content cannot be posted or advertised on any third-party network or be deleted therefrom due to restrictions implemented by such third-party network.

2.4 Professional Services. Customer may engage PromoRepublic to provide Professional Services. Each such engagement of Professional Services will be described in a SOW that must be accepted in writing by an authorized representative of each Party. In the event of a conflict between the terms provided in this Agreement and the terms of any SOW, the terms

of this Agreement will prevail, except when the terms of the SOW explicitly states otherwise. Customer acknowledges that any Platform modifications would likely be applicable to the Platform Services maintained and provided for all of PromoRepublic's customers, and therefore, PromoRepublic shall own all rights, title and interest in and to any custom modifications developed, invented or made by PromoRepublic (or its contractors) under Professional Services. However, PromoRepublic grants Customer and Users the right to use the work product of the Professional Services limited to a period while Customer and/or Users use the Platform Services.

3. CUSTOMER OBLIGATIONS

- 3.1. Customer's General Responsibilities.** Customer will be responsible for (i) its compliance with this Agreement, (ii) the quality and legality of all its Customer Content and its marketing strategy, (iii) preventing unauthorized access to or use of Platform Services through its account, and notification PromoRepublic promptly of any such unauthorized access or use, (iv) maintaining the security of Customer's account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer's account with or without Customer's knowledge or consent (other than any use resulting from the negligence or willful misconduct of PromoRepublic) and (v) use of the Platform Services and Software only in accordance with the purpose of the Services, with this Agreement and applicable laws.
- 3.2. Provision of Information.** Customer shall upon receipt of PromoRepublic's request provide PromoRepublic with all assets, materials, information and documentation required to enable PromoRepublic to provide Chosen Platform Services, including but not limited to those described in the Order Form. Customer shall be responsible for the content of the materials and information provided to PromoRepublic hereunder. Should Customer fail to provide PromoRepublic with necessary materials and information, the term for the provision of applicable services shall be extended appropriately and Customer shall not be relieved from its payment obligations under applicable Order Form/s.
- 3.3. Customer Representations.** Customer represents and ensures to the best of its knowledge that: (i) it is authorized to enter into this Agreement, (ii) it has obtained, and will maintain, all contents, consents, approvals, permits and releases which are necessary to fulfill the obligations under this Agreement, (iii) it will not violate any third-party rights by performing its obligations, especially intellectual property rights, and its existing obligations or agreements do not contradict or hinder such rights, and (iv) it has sufficient rights to allow PromoRepublic to use the Customer Content as set forth in Section 5.2. Below.
- 3.4. Usage Restrictions.** Customer will not, and will not permit any User or third party to: (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the Software; (ii) modify, translate, or create Derivative Works based on the Platform or Software except as

authorized in Section 5.3. below; or (iii) use the Platform or Software for any purpose other than for the benefit of Customer and its Users.

4. FEES AND PAYMENT

- 4.1. Fees.** Customer will pay PromoRepublic the Fees, which may be amended from time to time (i) by the Parties in writing or (ii) by PromoRepublic as set forth in Section 4.6. below.
- 4.2. Payment.** PromoRepublic will charge or invoice Customer in advance in accordance with the applicable Order Form. Customer is responsible for providing complete and accurate billing and contact information to PromoRepublic and notifying PromoRepublic of any changes to such information.
- 4.3. Taxes.** Fees are exclusive of Taxes, if any. Customer shall be responsible for paying Taxes associated with its purchases hereunder. If PromoRepublic has the legal obligation to pay or collect Taxes for which Customer is responsible under this Section, such taxes will be added to the amount of Fees in the invoice unless Customer provides PromoRepublic with a valid tax exemption certificate authorized by the appropriate taxing authority.
- 4.4. Overdue Charges.** Unpaid Fees may be subject to a finance charge of eighteen percent (18%) per annum from the date due until the date paid. Notwithstanding anything to the contrary, in addition to any other remedy available, PromoRepublic may restrict or suspend Customer's access to the Platform upon five (5) days' notice if payment is not made when due.
- 4.5. Change of Fees.** PromoRepublic shall have the right to increase fees for Platform Services for any Renewal Term by notifying Customer in writing not later than 90 days prior to the expiration of the then-current Initial Term or Renewal Term of the Agreement, as applicable, provided that such increase does not exceed 10% of the previous amount; such new pricing shall only be effective upon renewal hereof and shall be reflected in the invoices. Except for the case set forth above, changes to the Platform Services pricing, amending the list of Platform Services and/or adjustment of payment method shall be made in writing and signed by the Parties.

5. PROPRIETARY RIGHTS; LICENSES

- 5.1. PromoRepublic Proprietary Rights.** PromoRepublic (and its licensors or suppliers) owns and retains all rights, including all copyrights, patents, trademarks, trade secrets, and other intellectual property rights, title and interest in and to the Platform, the Software and PromoRepublic Content. Customer grants to PromoRepublic a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into its services any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer or its Users relating to the Platform Services.

- 5.2. Customer Proprietary Rights.** Customer shall own and retain all rights, including all copyrights, patents, trademarks, trade secrets, and other intellectual property rights, title and interest in and to any Customer Content and this Agreement does not transfer ownership rights of Customer Content to PromoRepublic. The Customer Content will be treated as Customer's Confidential Information unless made publicly available by Customer. Customer shall be responsible for the modification, copying and distribution of all Customer Content. Subject to the foregoing, Customer hereby grants to PromoRepublic a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to use and display the Customer Content for (i) the purpose of performing its obligations hereunder and (ii) for PromoRepublic's internal business use, including, but not limited to, running analytics and diagnostics on the Platform, and modifying, improving or operating the Platform. PromoRepublic shall not use or disclose Customer Content for its own marketing or marketing of third parties. Customer Content shall be subject to PromoRepublic's Privacy Policy. PromoRepublic is not required to keep back-up copies of any Customer Content on the Platform and makes no guarantee that any Customer Content will be permanently stored. Customer acknowledges its responsibility to independently back-up its Customer Content, to the extent permitted herein and by applicable laws and regulations. Subject to payment of respective fees PromoRepublic shall assign and transfer to Customer all intellectual property rights, title and interest to any content created by PromoRepublic for the use by Customer and its Users. Customer shall retain all right to use such content following the Term of this Agreement.
- 5.3. Derivative Works.** While and to the extent the Platform allows Customer to create Derivative Works, by creating any Derivative Works Customer grants PromoRepublic a non-exclusive, revocable, world-wide, fully-paid up, limited license to access, copy, modify, use, distribute, store, transmit, reformat, list information regarding, edit, translate, make derivative works of, publicly display and publicly perform such Derivative Works to the extent needed to provide the Platform Services, as well as for PromoRepublic's internal business use, including, but not limited to, running analytics and diagnostics on the Platform, and modifying, improving or operating the Platform. Customer shall be solely responsible for any liability created by the creation of Derivative Works it may create via the Platform Services. PromoRepublic shall be responsible for procuring all rights necessary for Customer, its Users and Team Members to post and distribute the PromoRepublic Content in the manner contemplated by the Platform Service during the Term.
- 5.4. License to Use Customer Name and Logo. Success Story.** Customer hereby license and otherwise authorize PromoRepublic to use the name and logo of Customer in its portfolio and on the website to advertise its services to third parties. Customer agrees to the publication of a Customer success story and a quote as part of this Agreement with the Customer's prior approval, which shall not be unreasonably withheld.

5.5. Intellectual Property Rights Infringement. Should the Software or any portion thereof become, or in PromoRepublic's opinion be likely to become, the subject of any claim of infringement, then PromoRepublic, at its sole option and expense, may (i) procure for Customer the right to continue using the Software as part of the Platform Services or applicable portion thereof, (ii) replace the Software or applicable portion thereof with a substantially equivalent non-infringing software as determined by PromoRepublic, or (iii) modify the Software (and thereby the Platform) to make them non-infringing, without materially reducing the features or functionality thereof. If PromoRepublic receives a Claim, PromoRepublic must provide immediate notice of such infringement to Customer and allow the Customer an opportunity to investigate such notice. If, after 5 business days, Customer cannot reasonably evidence that the allegation of infringement is not likely to wholly succeed on its own merits, PromoRepublic may remove such Customer Content and, with respect to a Claim relating to Customer Content, suspend or terminate Customer's access to the Platform Services.

6. CONFIDENTIALITY

6.1. Non-Disclosure and Non-Use of Confidential Information. For the execution of this Agreement, the Parties may exchange certain Confidential Information. The Receiving Party agrees: (i) not to divulge to any third person any Confidential Information, (ii) to give access to such Confidential information solely to those employees, agents, contractors and advisors (including financial and legal advisors) with a need to have access thereto for purposes of this Agreement and who are bound by confidentiality obligations at least as restrictive as those contained in this Agreement, (iii) not to use the Confidential Information for any purposes other than necessary to perform its obligations under this Agreement (unless otherwise authorized in this Agreement) and (iv) to take the same security precautions to protect against disclosure or unauthorized use of such Confidential Information that the Party takes with its own proprietary information, but in no event will a Party apply less than reasonable precautions to protect such Confidential Information. The Disclosing Party agrees that the foregoing will not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public without any action by, or involvement of, the Receiving Party, (b) was rightfully in its possession or known by it prior to receipt from the Disclosing Party, (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Confidential Information of the Disclosing Party.

6.2. Permitted Disclosure. Nothing in this Agreement will prevent the Receiving Party from disclosing the Confidential Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. Both Parties will have the right to disclose the existence but not the terms (including pricing terms) and conditions of this Agreement, unless such disclosure of terms is approved in writing by both parties prior to such disclosure, or is

included in a filing required to be made by a party with a governmental authority (provided such party will use reasonable efforts to obtain confidential treatment or a protective order) or is made on a confidential basis as reasonably necessary to potential investors or acquirers.

6.3. Ownership of Confidential Information. Each Party is, and will remain, the sole owner of all right, title and interest in its Confidential Information. Upon termination or expiration of this Agreement, or at any time either Party shall so request, the other Party will deliver promptly to the requesting Party, or, at the requesting Party's option, will destroy, all Confidential Information obtained hereunder (and all copies thereof) belonging to the requesting Party that the other Party may then possess or have under its control. In any event, PromoRepublic may collect data with respect to and report on the aggregate response rate and other aggregate measures of the Platform's performance, and such information shall be deemed to be PromoRepublic's information.

6.4. Injunctive Relief. The Receiving Party acknowledges and expressly agrees that any breach by such party of its confidentiality obligations hereunder would cause the Disclosing Party immediate and irreparable harm for which monetary damages will not be an adequate remedy and, therefore, Receiving Party agrees that, in the event of any breach of its obligations under this Section 6, the Disclosing Party shall be entitled to seek injunctive relief or similar equitable relief, such as specific performance, against the continuing or further breach, without the necessity of proof of actual damages or posting a bond. This right to relief is in addition to any other right that the Disclosing Party may have under this Agreement or otherwise in law or in equity.

7. TERM AND TERMINATION

7.1. Term. This Agreement shall come into force upon acceptance of the Order Form and shall be valid for the Initial Term followed by the Renewal Term, unless either Party gives written notice of its intent not to renew at least sixty (60) days prior to the expiration of the then-current term. Other than set forth in Section 7.2. there is no earlier termination of the Term or pro-ration of the fees associated therewith.

7.2. Termination. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement upon thirty (30) days prior written notice to the breaching Party, unless the breaching Party cures the breach prior to the expiration of such thirty (30) day period. Either Party may immediately terminate this Agreement, upon written notice to the other Party (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business.

7.3. Survival. The provisions of Sections 8, 9, 10, and 11 hereof shall survive the termination of this Agreement. The provisions of Section 6 shall survive for a period of three (3) years after termination of this Agreement.

8. WARRANTIES; WARRANTY DISCLAIMER

8.1. PromoRepublic Warranties. PromoRepublic represents and warrants that: (i) it has all rights necessary to enter into this Agreement and to perform its obligations hereunder, including all rights necessary to permit Customer and its Users to use the Platform as contemplated herein; (ii) the Platform, Software, and any other materials provided or created by PromoRepublic hereunder will not knowingly contain viruses, or disabling devices including, but not limited to, codes, commands or instructions designed to be used to access, alter, delete, damage or disable the network or software of Customer or its Users; and (iii) notwithstanding terms in this Agreement, PromoRepublic's Privacy Policy or Terms of Service, PromoRepublic represents and warrants that it will not or attempt to disclose Customer lists of Users or cross market, sell or promote PromoRepublic Services directly to Users.

8.2. Warranty Disclaimer. Except as expressly set forth in this Agreement, the Platform, the Platform Services, and PromoRepublic Content are provided "as-is," without any warranties of any kind, and PromoRepublic hereby disclaims all warranties, express or implied, including all implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement.

9. LIMITATION OF LIABILITY

Except with respect to Section 6 (Confidentiality), Section 10 (Indemnification), Section 8.1. (PromoRepublic Warranties), or a Party's gross negligence or willful misconduct, (i) in no event will either Party be liable to the other Party for any indirect, punitive, incidental, special, or consequential damages arising out of or in any way connected with the use of the Platform or anything provided in connection with this Agreement, the delay or inability to use the Platform or anything provided in connection with this Agreement or otherwise arising from this Agreement, including loss of revenue or anticipated profits or lost business or lost sales, whether based in contract, tort (including negligence), strict liability, or otherwise, even if such Party has been advised of the possibility of damages, and (ii) the total liability of PromoRepublic under this Agreement will not exceed the fees paid to PromoRepublic hereunder during the 12-month period immediately preceding the date that first notice is provided by either Party referencing the relevant claim hereunder. The foregoing limitations will apply notwithstanding any failure of essential purpose of any limited remedy.

10. INDEMNIFICATION

10.1. PromoRepublic Indemnity. PromoRepublic shall indemnify, defend and hold harmless Customer and its Users, and its and their officers, directors, employees, agents and successors from Liabilities arising or resulting from any claim that the Software or PromoRepublic Content infringes any intellectual property rights of any third party. Notwithstanding the foregoing, PromoRepublic shall have no obligation to the extent any such claim is (i) based upon Customer's combination, operation or use of the Platform with any content, applications or services not supplied by PromoRepublic or (ii) based on the use of the Platform Services in a manner that is not in compliance with this Agreement.

10.2. Customer Indemnity. Customer shall indemnify, defend and hold harmless PromoRepublic and its and their officers, directors, employees, agents and successors from any and all Liabilities arising or resulting from (i) any Customer misuse of the Platform Services, (ii) any claim that any Customer Content or any Derivative Works (and/or use or distribution thereof in accordance with this Agreement) infringes the intellectual property rights of any third party.

10.3. Indemnity Procedure. The indemnified Party shall provide the indemnifying Party with: (i) prompt written notice upon learning of any such potential claim or claims (provided, however, that failure to give prompt notice will not relieve the indemnifying Party of any liability hereunder, except to the extent the indemnifying Party has suffered actual material prejudice by such failure); (ii) sole control of the defense, investigation and settlement of any such claim, provided that an indemnifying Party will not settle any such action without the written consent of the indemnified Party (which consent will not be unreasonably withheld or delayed); and (iii) reasonable cooperation (at the indemnifying Party's sole expense) in the defense, investigation and settlement of any such claim.

11. GENERAL PROVISIONS

11.1. Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

11.2. Relationship of the Parties. The Parties are independent contractors. No agency, membership, joint venture, or employment is created as a result of this Agreement and neither Party has any authority of any kind to bind the other Party in any respect whatsoever.

11.3. Notices. All notices under this Agreement will be in writing and shall be delivered by email which shall be effective if the recipient personally (i.e., not by automated machine response) confirms receipt from the sender or responds to the email; and notices given personally shall be effective when delivered.

11.4. Governing Law; Dispute Resolution

11.4.1. Governing Law. This Agreement will be governed by the laws of Finland, without regard to its conflict of laws provisions.

11.4.2. Dispute Resolution. The Parties agree to exclude the state court procedure and agree to submit the matter to be settled by binding arbitration. The arbitration shall be conducted in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The number of arbitrators shall be one. The seat of arbitration shall be Helsinki, Finland. The language of the arbitration shall be English.

11.5. Terms of Service. This Agreement shall also be governed by PromoRepublic Terms of Service. In the event of discrepancies between the Terms of Service and this Agreement, the provisions of the Agreement shall prevail.