

END-USER LICENSE AGREEMENT

Please review this End User License Agreement (the “Agreement” or “EULA”) carefully. Wherever used in this Agreement, “you”, “your”, “Customer”, and similar terms mean the person or legal entity accessing or using the Social media application. For the avoidance of doubt, if you are accessing and using the Social media application on behalf of a company (such as your employer) or other legal entity, “you”, “your” or “Customer” means the company or other legal entity that you are using the Social media application on behalf of.

IMPORTANT NOTICE: BY DOWNLOADING, ACCESSING, INSTALLING OR USING THE SOFTWARE APPLICATION YOU AGREE TO THE TERMS OF THIS EULA. IF YOU DO NOT AGREE TO THE TERMS OF THIS EULA, DO NOT DOWNLOAD, INSTALL, ACCESS OR USE THE SOFTWARE APPLICATION. THIS EULA CONTAINS DISCLAIMERS OF WARRANTIES AND LIMITATIONS OF LIABILITY AND EXCLUSIVE REMEDIES. THE PROVISIONS BELOW FORM THE ESSENTIAL BASIS OF OUR AGREEMENT

By agreeing to an Order Form referencing this Agreement or by purchasing, accessing or using the Social media application offered by Griot Legacy, LLC (“Griot Legacy”, “we”, “us”, or “our”), you are confirming that you have read, understand and accept this Agreement. This Agreement can be updated from time to time in accordance with Section 10.5 below. You are responsible for regularly reviewing the most current version of this Agreement, which is published at: www.griotlegacy.com. When we change this Agreement, we will update the “Last Modified” date above.

By signing this Agreement or by purchasing, accessing or using the Social media application, you confirm that:

- A. You will only use our Social media application in good faith;
- B. You accept and will comply with this Agreement; and
- C. You are responsible for anyone that uses our Social media application through your account (“Authorized Users”), which may include your employees, consultants or contractors, or the employees, consultants or contractors of your Affiliates. If you are a marketing agency or similar organization and provide access to our Social media application to any of your clients or their employees, they are also your Authorized Users.

1. Definitions.

(a) We use capitalization for terms that have a special meaning in this Agreement. While some terms are defined elsewhere, this section sets out the definitions of some key terms.

“Affiliates” are companies or entities that either you or we own, that own either you or us, or that have the same owner or corporate parent as either you or us, as applicable.

A “Solution Partner” is a party authorized by Griot Legacy, LLC to resell Social media application and/or Partner Services to you.

An “Order Form” is a document issued that is signed or otherwise agreed to by you, which describes the Social media application and/or Partner Services you are purchasing, including the fees, the quantities purchased, and any other details specifically related to those services.

“Content” is a generic term that means all information and data (such as text, images, photos, videos, audio and documents) in any format that is uploaded to, downloaded from or appears on our Social media application.

“Ads Content” is Customer Content that you or your Authorized Users provide in connection with your creation, posting, or management of paid advertisements on Facebook, Instagram, or any other applicable Social Network.

“Customer Content” is Content that you or your Authorized Users provide to us or upload to our Social media application.

“Mentions” are the Content that a third party (in other words, someone other than you, an Authorized User or Griot Legacy, LLC) creates and that we obtain on your behalf and at your instruction from Social Networks or other Third-Party Services that you connect to our Social media application. For example, posts created by followers that appear on your Facebook page would be considered Mentions.

“Messaging Content” is Submitted Content and Customer Content to the extent it is included only in private text messages (including sent through messaging services, such as WhatsApp and WeChat) and private direct messages sent through Social Networks, sent to and from Customer, including by Authorized Users.

“Submitted Content” is Content you ask people to submit through the Social media application, such as in connection with contests or as Messaging Content.

“Social media application” means services included in Griot Legacy’s plans, any other Griot Legacy, LLC products or services made available to you through an Order Form, and any Griot Legacy, LLC Apps (as defined in the App Directory Terms) accessed through the Griot Legacy App Directory, but does not include: i) Griot Legacy, LLC’s Self-Serve Services; or ii) any Third-Party Services.

“Third-Party Services” are services that are not provided by Griot Legacy, LLC that you may access or use in connection with our Social media application. They include: “Social Networks”, which are the social networking sites and/or messaging platforms supported by our Social media application (such as Twitter, Facebook, LinkedIn, Instagram, Pinterest, TikTok, YouTube, and WhatsApp); “Partner Services”, which are services offered by third-parties and resold by Griot Legacy, LLC as an authorized reseller;

(b) Headings used in this Agreement are for convenience of reference only and do not affect the construction or interpretation of this Agreement.

2. Griot Legacy’s Responsibilities.

2.1 Social media application. During the term of the Agreement, subject to the terms and conditions of this Agreement, we will make the Social media application available to you in accordance with the applicable Order Form and the Service Level Agreement published at www.griotlegacy.com.

2.2 Updates. Our Social media application evolve constantly. So long as we do not breach the warranty set out in Section 9.2(a), we may change our Social media application (such as by changing, adding or removing features) at any time, for any reason, and may or may not provide notice of those changes to you.

2.3 Social Networks. Our Social media application interact with Social Networks and depend on the availability of those Social Networks and the features and functionality they make available to us, which we do not control and may change without notice. If at any time a Social Network stops making some or all of its features or functionality available to us, or available to us on reasonable terms, we may stop providing access to those features or functionality and we will not be liable to you or any third party for any such change.

3. Content & Third-Party Services.

3.1 Third-Party Content. We are not responsible for Content provided by others, including Mentions and Content from Third-Party Services (such as Content from Social Networks and apps from the App Directory). You and anyone else who accesses our Social media application may access Content that might be unlawful, offensive, harmful, inaccurate or otherwise inappropriate. We will not be liable to you or any third party for Content provided by others.

3.2 Third-Party Services. If you access or purchase a Third-Party Service, you do so at your own risk. Your relationship with the Third-Party Service provider is an agreement between you and them. If you access or enable a Third-Party Service, you grant them permission to access or otherwise process your data as required for the operation of the Third-Party Services. We will not be liable for disclosure, use, changes to, or deletion of your data or for losses or damages you may suffer from access to your data by a Third-Party Service. WE MAKE NO REPRESENTATION AND WILL HAVE NO LIABILITY OR OBLIGATION WHATSOEVER IN RELATION TO THE CONTENT OR USE OF, OR CORRESPONDENCE, AGREEMENTS OR TRANSACTIONS WITH, ANY THIRD-PARTY SERVICES. YOU MUST COMPLY WITH ALL AGREEMENTS AND OTHER LEGAL REQUIREMENTS THAT APPLY TO THIRD-PARTY SERVICES.

4. Your Responsibilities.

4.1 Acceptable Use. You and your Authorized Users must comply with the Acceptable Use Rules and all applicable laws. If you or any of your Authorized Users do not comply with the Acceptable Use Rules or any applicable laws, we may remove any of your Content and temporarily suspend or restrict your access to the Social media application without prior notice. In such case, we will then notify you and, where applicable, will work with you in good faith to resolve the issue.

4.2 Advertising Terms. If you use the Social media application to create and manage Ads Content on any Social Network, the Griot Legacy, LLC Ads Terms published at www.griotlegacy.com also apply to and govern that use.

4.3 Beta Testing. From time to time, we may offer you the opportunity to install, use and test certain Griot Legacy, LLC services prior to their commercial release (“Beta Services”). Use of the Beta Services is optional. If you use any Beta Services, the Griot Legacy, LLC Beta Terms published at www.griotlegacy.com apply to and govern those Beta Services.

4.4 Partner Services. Without limiting the generality of Section 3.2, if you purchase any Partner Services, you: (a) acknowledge and agree that we are acting solely as an authorized reseller for such Partner Services; and (b) expressly agree to be bound by the terms and conditions applicable to such services listed at www.griotlegacy.com or as otherwise set out in the applicable Order Form.

4.4 Customer Content. You are solely responsible for Customer Content that is not considered offensive. We reserve the right to review, filter, block or remove Content, including Customer Content that is considered offensive by Griot Legacy, LLC.

4.5 Submitted Content. You acknowledge and agree that:

(a) the Griot Legacy application has no obligation to help you comply with any laws, rules, or regulations that may apply to your collection or use of Submitted Content, which is solely your responsibility; and

(b) Users are informed that they "may not post any unlawful, offensive, threatening, libelous, defamatory, obscene or otherwise objectionable Content, or Content that violates any of these Terms ("Offensive Content").

(c) we will not be liable to you or any third party for the Submitted Content, and we make no warranty that any Submitted Content obtained or displayed through the Social media application is accurate or complete.

4.6 Account Information. You are responsible for the completeness and accuracy of the account information you provide to us. You will promptly notify us upon becoming aware of any unauthorized access to or use of your login credentials or account.

4.7 Affiliates. Your Affiliates may use the Social media application that you purchase, subject to the quantities or other usage limits set out in your Order Form. If an Affiliate wishes to have a separate account or wishes to be billed separately for its use of the Social media application, that Affiliate will need to sign a separate Order Form, which will form a separate contract between Griot Legacy, LLC and that Affiliate.

4.8 Agency. If you act as a legal agent purchasing the Social media application on behalf of an end-user client (the “Principal”), then (a) that purchase must be made by signing an Order Form; (b) the Principal must be identified as the end user on the applicable Order Form; (c) you represent and warrant to us that you have obtained all necessary authorizations, consents, and licenses from the Principal to bind the Principal to this Agreement (including each applicable Order Form) and to act as the Principal’s agent, and all of your actions related to this Agreement are within the scope of your agency with

the Principal; and (d) you will defend, indemnify, and hold harmless Griot Legacy, LLC from all damages, liabilities, costs, and expenses (including reasonable legal fees) arising from any breach of the foregoing representation and warranty.

5. Intellectual Property.

5.1 Social media application. We keep all rights and interests in our Social media application. The Social media application contain Content owned or licensed by Griot Legacy, LLC (“Griot Legacy Content”). Griot Legacy, LLC Content is protected by copyright, trademark, patent, trade secret and other laws, and, as between you and Griot Legacy, LLC, we own and retain all rights in the Griot Legacy application content.

5.2 Feedback. We welcome your suggestions, comments, bug reports, feature requests or other feedback (“Feedback”). We do not have to keep Feedback confidential, even if you tell us it is confidential, provided we do not disclose that you are the source of any Feedback. If you provide Feedback, you grant Griot Legacy, LLC a non-exclusive, worldwide, perpetual, irrevocable, transferable, sublicensable, royalty-free, fully paid-up license to use the Feedback for any purpose.

5.3 Customer Content. You retain your rights to any Customer Content you submit, post or display on or through the Social media application. You grant us a non-exclusive, worldwide, sublicensable, royalty-free license to use, host, run, copy, reproduce, process, adapt, translate, publish, transmit, display and distribute your Customer Content solely for the purposes of providing and supporting the Social media application. We may also use aggregated information derived in part from your use of the Social media application for the purposes of enhancing and developing our products and services but will not sell, rent, or otherwise monetize any of that aggregated information.

6. Term and Termination.

6.1 Term of Agreement. This EULA will commence on the date you agree to an Order Form, and will continue in effect for the term described in such Order Form. Except as expressly stated otherwise in the applicable Order Form, each Order Form will automatically renew for subsequent one-year renewal periods unless you, we give written notice of non-renewal at least sixty (60) days prior to the end of the then-current term. Griot Legacy, LLC reserves the right to increase the fees for Social media application and/or Partner Services on renewal by giving you written notice thereof (which notice may be given by email) provided that if Griot Legacy, LLC gives you such notice less than ninety (90) days prior to the end of then-current term, you will have thirty (30) days thereafter to give us written notice to opt out of any applicable automatic renewal. Notwithstanding the foregoing, in no event shall the term of this Agreement or any Order Form exceed the term agreed to in writing between Griot Legacy, LLC and the for your account.

6.2 Termination for Cause. A party may terminate this Agreement for cause (a) immediately if the other party has failed to cure a material breach within thirty (30) days of receiving written notice of that material breach from the other party; or (b) immediately if the other party becomes the subject of a petition in bankruptcy or any

other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors.

6.3 Effects of Termination. Upon termination of this Agreement for any reason: (a) all Order Forms will automatically terminate; (b) your access to Griot Legacy accounts, Social media application and Partner Services will be terminated and you will immediately cease all use thereof; and (c) you will pay all unpaid amounts you owe to Griot Legacy, LLC. If you terminate this Agreement in accordance with Section 6.2, Griot Legacy, LLC will refund any Fees you paid in advance for the Social media application and Partner Services applicable to the period after termination. If Griot Legacy, LLC terminates this Agreement in accordance with Section 6.2, then you will pay any unpaid Fees for the remainder of the term of each Order Form. In no event will termination of this Agreement relieve you of your obligation to pay any amounts payable for Social media application and/or Partner Services for the period prior to the date of termination.

6.4 Survival. Any provision of this Agreement that, either by its terms or to give effect to its meaning, must survive and such other provisions that expressly or by their nature are intended to survive termination will survive the expiration or termination of this Agreement. Without limiting the foregoing, Sections 5, 8, and 9 will survive the expiration or termination of this Agreement.

7. Suspension for Late Payment.

7.1 Late Payment. Upon thirty (30) days' written notice is provided after the due date of any fees for Social media application, we may suspend your access to the Social media application if you have not paid the amounts owing in full.

8. Confidentiality, Security & Data Protection.

8.1 Confidential Information. Griot Legacy, LLC and you may exchange confidential information ("Confidential Information") in the course of your negotiation and use of our Social media application. Griot Legacy, LLC's Confidential Information may include non-public information about our pricing, personnel, or partnerships, our product roadmap, our security and data protection documentation, or other non-public information we identify as confidential. Your Confidential Information includes non-public information about your policies (such as your policies for internal review or approval of Customer Content), personnel (including names and email addresses of your Authorized Users), or plans or strategies (such as marketing plans or social strategies you share with Griot Legacy, LLC in the course of our delivery of Griot Legacy, LLC Professional Services), and includes your Messaging Content but does not include any other Content published, communicated, or transmitted to or through a Social Network account. When either you or we (the "recipient") receive Confidential Information from the other (the "discloser"), the recipient will use the same degree of care that it uses to protect the confidentiality of its own Confidential Information of like kind (but in no event less than reasonable care) and will not disclose or use any Confidential Information of the discloser for any purpose outside of the scope of this Agreement. Information will not be considered Confidential Information if (i) it was lawfully in the recipient's possession before receiving it from the discloser; (ii) it is provided in good faith to the recipient by a third party without breaching any rights of the discloser or any other party; (iii) it is or becomes generally available to, or accessible by, the public through no fault of the recipient; or (iv) it was or is independently developed by the recipient without reference to the discloser's Confidential Information. In the event that the recipient or any representative of the

recipient becomes legally compelled (by law, rule, regulation, subpoena, or similar court process) to disclose any of the Confidential Information, the recipient will (if permitted to do so) provide the discloser with notice of such circumstances and will limit such disclosure to the required disclosure.

8.2 Privacy & Data Protection. We may collect certain information about you and individuals associated with you, such as your employees, in connection with your use of the Social media application. This includes account information, usage data, and customer support questions as further described in our privacy policy . If your use of the Social media application includes the processing of Content that contains information about European or California individuals, you may enter into a Data Processing Addendum (“DPA”) with Griot Legacy, LLC by visiting www.griotlegacy.com to access a pre-signed Griot Legacy, LLC DPA or by contacting your account manager. Once we receive your signed DPA, this becomes legally binding and forms a part of this Agreement.

9. Warranties, Indemnities & Limitations of Liability.

WARRANTIES & DISCLAIMER

9.1 Mutual Warranties. Each of Griot Legacy, LLC and Customer represents and warrants that (a) it has the power and authority to enter into this Agreement and to perform its obligations and duties under this Agreement; and (b) it will perform its obligations and duties and exercise its rights under this Agreement in compliance with all laws applicable to it.

9.2 Griot Legacy, LLC warrants that: (a) subject to an API Change, the functionality of the Social media application will not be materially decreased during the term of the applicable Order Form; (b) to its knowledge, the Social media application do not contain any malicious code or viruses; (c) _____ has and will maintain and apply its own industry-standard company policies (including without limitation the policies made available at); and (d) _____ is an authorized reseller of any Third-Party Services offered to Solution partner for sale to Customer in an Order Form.

9.3 Disclaimer.

(a) EXCEPT AS EXPRESSLY PROVIDED HEREIN, WE OFFER OUR SOCIAL MEDIA APPLICATION “AS IS” AND ARE NOT MAKING, AND TO THE GREATEST EXTENT PERMITTED BY LAW EXPRESSLY DISCLAIM, ANY WARRANTIES, CONDITIONS, REPRESENTATIONS OR GUARANTEES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ALL EXPRESS OR IMPLIED WARRANTIES OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, SATISFACTORY QUALITY, AND/OR NON-INFRINGEMENT,

THAT OUR SOCIAL MEDIA APPLICATION WILL MEET YOUR REQUIREMENTS OR THAT OUR SOCIAL MEDIA APPLICATION WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, ACCURATE, COMPLETE OR ERROR-FREE. USE OUR SOCIAL MEDIA APPLICATION AT YOUR OWN RISK.

(b) UNDER NO CIRCUMSTANCES WILL WE BE LIABLE FOR ANY THIRD-PARTY SERVICES, INCLUDING THE FAILURE OF ANY SUCH THIRD-PARTY SERVICES, OR ACTIVITIES OF THIRD PARTIES, OR ANY CONNECTION TO OR TRANSMISSION FROM THE INTERNET.

(c) WE ARE NOT RESPONSIBLE FOR AND WILL NOT BE LIABLE FOR THE CONTENT MADE AVAILABLE THROUGH THE SOCIAL MEDIA APPLICATION, INCLUDING CUSTOMER CONTENT, MENTIONS, AND ANY CONTENT OR SERVICES PROVIDED BY THIRD PARTIES. GRIOT LEGACY, LLC DOES NOT CONTROL OR VET CONTENT AND IS NOT RESPONSIBLE FOR ANYTHING POSTED, TRANSMITTED, OR SHARED ON OR THROUGH THE SOCIAL MEDIA APPLICATION.

(d) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM US OR ELSEWHERE WILL CREATE ANY WARRANTY OR CONDITION NOT EXPRESSLY STATED IN THIS AGREEMENT.

INDEMNITIES

9.4 Indemnification by Griot Legacy, LLC. Subject to Customer's compliance with Section 9.6, Griot Legacy, LLC will defend, indemnify, and hold harmless Customer, its Affiliates, and its or their directors, officers, employees, agents, shareholders, successors and assigns from and against all claims, losses, damages, penalties, liability, and costs, including reasonable legal fees, of any kind or nature that are incurred in connection with or arising out of a third-party claim that the Customer's use of the Social media application as permitted hereunder directly infringes the third-party's intellectual property rights (a "Claim").

_ Griot Legacy, LLC will have no liability for any Claim to the extent it arises from:

- (i) a modification of the Social media application by or at the direction of any person other than Griot Legacy, LLC;
- (ii) use of the Social media application in violation of this Agreement or applicable law;
- (iii) use of the Social media application after Griot Legacy, LLC notifies Customer to discontinue use because of an infringement or misappropriation claim; or
- (iv) the combination, operation, or use of the Social media application with any other software, program, or device not provided or specified by Griot Legacy, LLC to the extent such infringement would not have arisen but for such combination, operation, or use.

For the avoidance of doubt, Griot Legacy, LLC's indemnification obligations in this Section 9.4 will not apply to third-party content, Social Networks, Partner Services or other Third-Party Services accessed through the Social media application, or to Customer Content or Mentions.

9.5 Indemnification by Customer. Subject to Griot Legacy, LLC's compliance with Section 9.6, Customer will defend, indemnify, and hold harmless Griot Legacy, LLC, its Affiliates, and its or their directors, officers, employees, agents, shareholders, successors and assigns from and against all claims, losses, damages, penalties, liability, and costs, including reasonable legal fees, of any kind or nature that are incurred in connection with or arising out of a third-party claim: (a) alleging that Customer Content, Ads Content, or Submitted Content infringes or violates the intellectual property rights, privacy rights, or any other rights of a third party or violates any applicable law; or (b) arising from Customer's breach of the Acceptable Use Rules, any terms or conditions applicable to Customer's use of any Third-Party Services, or any applicable law.

9.6 Indemnification Procedure. The indemnified party will: (a) give written notice of the claim to the indemnifying party promptly and in any event no later than ten (10) days after the indemnified party receives the claim; (b) give the indemnifying party sole control of the defense and settlement of the claim (provided that the indemnifying party may not enter into any settlement, compromise or consent to judgment with respect to any claim without the indemnified party's prior written consent unless such settlement, compromise or consent to judgment unconditionally releases the indemnified party of all liability); and (c) provide the indemnifying party with reasonable cooperation and assistance at the indemnifying party's expense.

LIMITATIONS OF LIABILITY

9.7 Maximum Liability. EXCEPT AS EXPRESSLY PROVIDED IN SECTIONS 9.7 THROUGH 9.9, AND NOT INCLUDING CUSTOMER'S OBLIGATION TO PAY ALL FEES OWED FOR THE SOCIAL MEDIA APPLICATION, IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY TO THE OTHER PARTY FOR ALL CLAIMS OF ANY KIND, INCLUDING ANY CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER BY STATUTE, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR UNDER ANY OTHER LEGAL OR EQUITABLE THEORY OF LIABILITY, EXCEED THE FEES PAID BY CUSTOMER FOR THE SOCIAL MEDIA APPLICATION SUBJECT TO THE CLAIM DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE CAUSE OF ACTION AROSE. FOR CLARITY, THE CALCULATION OF EACH PARTY'S LIABILITY UNDER THIS SECTION 9.7 EXCLUDES ANY FEES PAID BY CUSTOMER FOR ANY PARTNER SERVICES, EVEN WHERE GRIOT LEGACY, LLC'S SOCIAL MEDIA APPLICATION ARE BUNDLED WITH OR OTHERWISE PROVIDED IN CONJUNCTION WITH PARTNER SERVICES.

9.8 Excluded Damages.

(a) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY, ITS DIRECTORS, EMPLOYEES, AGENTS, OR LICENSORS BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, OR FOR LOSS OF PROFITS, GOODWILL OR DATA OR OTHER INTANGIBLE LOSSES, THAT RESULT FROM THE USE OF, OR INABILITY TO USE, THE SOCIAL MEDIA APPLICATION OR ANY OTHER ASPECT OF THIS AGREEMENT.

(b) The Social media application support multi-factor authentication, and the Acceptable Use Rules require you to maintain the confidentiality of your passwords or other login credentials for the Social media application. ACCORDINGLY, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL GRIOT LEGACY, LLC BE LIABLE FOR ANY DAMAGE, LOSS, OR INJURY RESULTING FROM UNAUTHORIZED ACCESS TO OR USE OF THE SOCIAL MEDIA APPLICATION OR YOUR ACCOUNT OR THE CONTENT OR INFORMATION CONTAINED THEREIN IF: (A) THE UNAUTHORIZED ACCESS OR USE COULD HAVE BEEN PREVENTED THROUGH YOUR USE OF MULTI-FACTOR AUTHENTICATION; OR (B) YOU OR ANY OF YOUR AUTHORIZED USERS FAIL TO MAINTAIN THE CONFIDENTIALITY OF ANY PASSWORD OR OTHER LOGIN CREDENTIALS.

(c) WITHOUT LIMITING SECTION 9.8(b), TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL GRIOT LEGACY, LLC BE LIABLE FOR ANY DAMAGE, LOSS, OR INJURY RESULTING FROM UNAUTHORIZED ACCESS TO OR USE OF THE SOCIAL MEDIA APPLICATION OR YOUR ACCOUNT OR THE CONTENT OR INFORMATION CONTAINED THEREIN, EXCEPT TO THE EXTENT GRIOT LEGACY, LLC'S BREACH OF THE ENTERPRISE SECURITY STANDARDS RESULTS IN THE UNAUTHORIZED DISCLOSURE OF YOUR CONFIDENTIAL INFORMATION.

(d) YOUR EXCLUSIVE REMEDIES FOR ANY INTERRUPTION OR CESSATION OF ACCESS OR TRANSMISSION TO OR FROM THE SOCIAL MEDIA APPLICATION ARE SET FORTH IN THE ENTERPRISE SERVICE LEVEL AGREEMENT.

9.9 Exclusions. NOTHING IN THIS AGREEMENT IS INTENDED TO EXCLUDE OR RESTRICT OR WILL BE CONSTRUED AS EXCLUDING OR RESTRICTING THE LIABILITY OF EITHER PARTY FOR (I) INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT; (II) DEATH OR BODILY INJURY CAUSED BY THE NEGLIGENCE OF THAT PARTY, ITS EMPLOYEES, OR ITS AGENTS; (III) FRAUDULENT MISREPRESENTATION OR WILLFUL MISCONDUCT OF THAT PARTY OR ITS EMPLOYEES; OR (IV) ANY LIABILITY THAT CANNOT BE LIMITED OR EXCLUDED BY APPLICABLE LAW.

9.10 Basis of Bargain. THE ESSENTIAL PURPOSE OF SECTIONS 9.7 THROUGH 9.9 IS TO ALLOCATE THE RISKS UNDER THESE TERMS BETWEEN THE PARTIES AND LIMIT THEIR POTENTIAL LIABILITY GIVEN THE FEES CHARGED UNDER THIS AGREEMENT, WHICH WOULD HAVE BEEN SUBSTANTIALLY HIGHER IF GRIOT LEGACY, LLC WERE TO ASSUME ANY FURTHER LIABILITY. THE PARTIES HAVE RELIED ON THESE LIMITATIONS IN DETERMINING WHETHER TO ENTER INTO THESE TERMS.

10. General.

10.1 Assignment. Neither party may assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the other party (not to be unreasonably withheld), and any attempted assignment without such consent will be void. Notwithstanding the foregoing, we may assign this Agreement in its entirety, without your consent, to our Affiliate, or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of our shares or assets.

10.2 Relationship of the Parties. No agency, partnership, joint venture, or employment relationship is created as a result of this Agreement and neither party has any authority of any kind to bind the other in any respect.

10.3 Publicity. Unless you provide us with written notice to the contrary or of any reasonable restrictions or requirements, you agree that we may disclose that you are a customer of the Social media application and may use your name(s) and logo(s) in: (a) Griot Legacy LLC's digital, online, and printed marketing materials (including on our websites); and (b) external-facing presentations, including to individual clients and prospects and at trade shows, conferences, and similar events.

10.4 Force Majeure. Neither party will be liable for any failure to perform its obligations under this Agreement if that failure results from any cause beyond such party's reasonable control, including: the elements; fire; flood; severe weather; earthquake; vandalism; accidents; sabotage; power failure; denial of service attacks or similar attacks; Internet failure; acts of God and the public enemy; acts of war; acts of terrorism; riots; civil or public disturbances; strikes, lockouts or labor disruptions; and any laws, orders, rules, regulations, acts or restraints of any government or governmental body or authority, pandemic, epidemic civil or military, including the orders and judgments of courts.

10.5 Amendment. We may change any part of this Agreement (including any terms or documents incorporated by reference in this Agreement) at any time by posting the revised terms on the Griot Legacy LLC website. It is important for you to review this Agreement before using our Social media application and from time to time, though we will notify you of any changes that, in our sole discretion, materially impact this Agreement. The updated Agreement will be effective as of the time of posting, or on such later date as may be specified in the updated Agreement, and your continued use of the Social media application after any such changes are effective will constitute your consent to such changes.

10.6 Severability. If a court finds part of this Agreement to be invalid, the rest of the Agreement will continue to apply with the minimum changes required to remove the invalid part.

10.7 Notices to You. Griot Legacy LLC may give notice to you by placing a banner notice on the Griot Legacy LLC platform or Griot Legacy LLC's website. We may also contact you or your Authorized Users through your Griot Legacy LLC account or contact information you provide, such as email or telephone. If you fail to maintain accurate account information, such as contact information, you may not receive critical information about our Social media application or this Agreement.

10.8 Notices to Griot Legacy LLC. For any notice to Griot Legacy LLC that you give under or regarding this Agreement, you must notify Griot Legacy LLC by email to with a duplicate copy sent via registered mail to the following address: Griot Legacy LLC, 2468 E Workman Ave 3001-252, West Covina, CA 91791; Attention: Legal Department.

10.9 Waivers. The rights of each Party may be waived only in writing. No failure to exercise, and no delay in exercising, any right or remedy under this Agreement will be deemed to be a waiver of that right or remedy. No waiver of any breach of any provision of this Agreement will be deemed to be a waiver of any subsequent breach of that provision or of any similar provision.

10.10 Remedies. Unless otherwise stated, each party's remedies under this Agreement are not exclusive of any other remedies under this Agreement, at law or otherwise.

10.11 Governing Law and Dispute Resolution.

(a) The laws of the United States of America will govern any dispute, cause of action or claim arising out of this Agreement or your use of our Social media application ("Dispute"), without giving effect to conflict-of-law principles.

(b) If either of us breach this Agreement or violate the other's rights or another person's rights, in addition to any other remedy, you or we may ask a court for an injunction or injunctions to prevent breaches of this Agreement or to enforce specifically the performance of the terms and provisions of this Agreement and seek reimbursement of reasonable legal fees associated therewith.

(c) If you have any kind of Dispute with us, the exclusive means of resolving it will be by confidential, binding arbitration before a single arbitrator chosen by you and Griot Legacy LLC. You will give notice of your Dispute to us in writing. If we do not decide together on an arbitrator within fifteen (15) days after we receive that notice, we both agree to ask an Arbitrator to appoint one for us. The arbitration will take place in Los Angeles, CA.

10.12 Export Compliance. You will not use or access our Social media application if you are located in any jurisdiction in which the provision of our Social media application is prohibited under Canadian, U.S. or other applicable laws (a "Prohibited Jurisdiction") and you will not provide access to our Social media application to any government, entity or individual located in any Prohibited Jurisdiction. You confirm that (a) you are not named on any Canadian or U.S. government list of persons or entities prohibited from transaction with any Canadian or U.S. person; (b) you are not a national of, or a company registered in, any Prohibited Jurisdiction; (c) you will not allow Authorized Users to access or use our Social media application in violation of any Canadian, U.S. or other export embargoes, prohibitions or restrictions; and (d) you will comply with all applicable laws regarding the transmission of data exported from the country in which you (or your Authorized Users) are located to Canada and the United States.

10.14 Entire Agreement. This Agreement, including the other documents referred to as applicable to the Social media application in this Agreement, is the entire agreement between you and Griot Legacy LLC for your use of our Social media application. Any prior understandings, statements or and agreements (oral or written) do not apply, including additional terms that you may present (such as terms in a unilateral notice from you to us or printed on a purchase order or any other document generated by you). This Agreement is binding on the parties and their permitted successors and assigns.