

BRAND PORTAL TERMS OF USE

Updated and Effective as of December 26, 2023

This website, together with any and all application programming interfaces and any accompanying or related source code and executable applications (“APIs”), software applications, systems, tools, and other sites that reference or link to these Brand Portal Terms of Use, including the mobile and touch versions of any of the foregoing (collectively, the “Brand Portal”), is a part of the retail platform for users and brand customers owned and operated by Leap Services, Inc. (referred to herein as “Leap” or “we,” “us,” or other forms thereof).

THIS BRAND PORTAL TERMS OF USE IS A BINDING LEGAL AGREEMENT (THE “AGREEMENT”) BETWEEN YOU AND LEAP.

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE USING THE BRAND PORTAL.

IN PARTICULAR, PLEASE CAREFULLY REVIEW THE ARBITRATION PROVISION SET FORTH IN SECTION 10 BELOW (“ARBITRATION AND DISPUTE RESOLUTION AGREEMENT”), AS IT WILL REQUIRE YOU TO RESOLVE DISPUTES WITH US ON AN INDIVIDUAL BASIS THROUGH FINAL AND BINDING ARBITRATION. BY VIRTUE OF YOUR USE OF THE BRAND PORTAL, YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THE ARBITRATION AND DISPUTE RESOLUTION AGREEMENT, AND HAVE TAKEN TIME TO CONSIDER THE CONSEQUENCES OF THIS IMPORTANT DECISION.

THIS AGREEMENT INCLUDES INFORMATION ABOUT LEAP’S RIGHT TO GOVERN YOUR USE OF THE BRAND PORTAL, AND RELATED SYSTEMS AND TECHNOLOGIES (INCLUDING, WITHOUT LIMITATION, PERSONAL INFORMATION AND DATA DERIVED THEREFROM). IF YOU ARE NOT WILLING TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT EXECUTE THIS AGREEMENT, AND DO NOT USE OR ACCESS (OR CONTINUE TO USE OR ACCESS) THE BRAND PORTAL.

IF YOU AGREE TO THIS AGREEMENT ON BEHALF OF AN ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND THAT ENTITY TO THIS AGREEMENT. IN THAT EVENT, “YOU” AND “YOUR” WILL REFER AND APPLY TO THAT ENTITY.

WE MAY FROM TIME TO TIME AMEND, SUPPLEMENT OR MODIFY THE AGREEMENT. IF WE MAKE MATERIAL CHANGES TO THE AGREEMENT, WE WILL POST AN UPDATED VERSION OF THE AGREEMENT OR COMMUNICATE NOTICE OF THE CHANGES TO YOU IN ANOTHER MANNER. NOTWITHSTANDING THE FOREGOING, IT IS YOUR RESPONSIBILITY TO CHECK THE AGREEMENT PERIODICALLY FOR CHANGES.

If you enter into a subsequent agreement with Leap (e.g., an Insertion Order Terms and Conditions Agreement), this Agreement will be incorporated into and supplement such subsequent agreement.

If there is a conflict between the provisions of this Agreement and the subsequent agreement, and unless otherwise expressly agreed by the parties in writing that specific terms of this Agreement shall supersede specific provisions of the subsequent agreement, then the provisions of the subsequent agreement shall prevail.

1. License Grant

Subject to the terms and conditions of this Agreement, Leap hereby grants to you a non-exclusive, non-transferable, non-sublicensable, revocable, limited license, during the term of this Agreement, to access and use the Brand Portal under the terms and conditions of this Agreement (the “License”).

To the extent that Leap makes available to you any API(s) in connection with the Brand Portal, the License includes, subject to the terms and conditions of this Agreement and any additional terms relating to use of the API(s) that we may notify you of from time to time, a non-exclusive, non-transferable, non-sublicensable, revocable, limited license, during the term of this Agreement, to access and make calls to such API(s) solely for its intended purposes in connection with your permitted use of the Brand Portal, and solely in the manner described in Leap’s technical documentation and specifications for such API(s) (as may be updated from time to time by Leap). We may, in our sole discretion, set and enforce limitations on your use of such API(s) (e.g., limiting the number of requests that you may make), and you agree to not attempt to circumvent any such limitations.

Leap may, in its sole discretion and from time to time, condition the License and/or access to any particular features, functions, or portions of the Brand Portal (including any APIs), on the payment of applicable fees. Any such fees will be notified to you in advance and/or agreed by the parties in a subsequent agreement.

From time to time, Leap may make available specific features, functions, or portions of the Brand Portal (including APIs) on a “beta”, pre-launch, or other unpaid trial basis (“Beta Features”). Beta Features may be provided for a limited time only and are subject to the terms of this Agreement and any additional terms as may be notified to you. The scope, content, features, and duration of such Beta Features are determined in Leap’s sole discretion and may be changed or updated from time to time, and you expressly agree that Leap may suspend, limit, or terminate access to the Beta Features at any time and for any reason, without prior notice and without liability of any kind. Leap reserves the right to charge fees for continued access to any Beta Features at any time upon notice.

2. Your Brand Portal Account, Personal Information, and User Content

To use the Brand Portal, you must register for an account, and will either select or will be issued a username or similar identifier such as a unique number, password, pin, and/or API key (“Login Credentials”). You are responsible for safeguarding your Login Credentials. You, and not Leap, are responsible for any activity occurring through your Login Credentials, whether or not you authorized such activity. If you become aware of any unauthorized access through your Login Credentials, you agree to notify Leap immediately. Your Login Credentials may not be shared and may only be used by you.

You agree to provide us with accurate and complete information required to register for the Brand Portal and at other times as required in connection with using the Brand Portal (“Registration Information”). You also agree to maintain and update your Registration Information as necessary to keep it accurate, current and complete.

When you use the Brand Portal, you may submit certain personal information about you, your customers or other third parties, including, but not limited to, Registration Information, name, address, contact information, payment information, and the like (collectively, the “Personal Information”). You acknowledge and agree that Leap shall use the Personal Information in accordance with the Leap Privacy Policy (available at: <https://www.leapinc.com/legal/privacy-policy>).

For clarity, Leap may disclose or use Personal Information that we collect or you provide to us, to contractors, service providers, and other third parties we use to support our business; to service providers to complete transactions you carry out through our Brand Portal and related websites and the fulfillment of your orders; and to third parties to market their products or services to you. Please refer to the Privacy Policy for further information about how Leap collects, uses, shares, and retains your Personal Information.

When using the Brand Portal, you may also submit, provide, upload, or otherwise provide access to certain information, text, data, materials, or other content on or through the Brand Portal (the “User Content”). You retain all rights to any User Content you submit or provide. By submitting, providing, uploading, or otherwise providing access to any User Content, you hereby grant to Leap: (a) a non-exclusive, non-transferable, non-sublicensable, royalty-free license, during the term of this Agreement, to use, copy, reproduce, process, adapt, modify, publish, transmit, display, perform, and distribute the User Content (including any Personal Information contained therein) solely in connection with Leap’s provision of its services to you, including assessing any potential business relationships with you as a Brand Customer; and (b) a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, fully paid-up license to use the User Content (excluding Personal Information) in aggregated, anonymized, and/or other de-identified form (“De-Identified Data”) for purposes of analytics and reporting and otherwise supporting Leap’s business and services (including to commercialize such analytics and reporting) in its reasonable business judgment, including to operate and improve the Brand Portal, provided that Leap shall not disclose De-Identified Data to any third party in any manner that identifies or is reasonably identifiable to you, any customer or any other individual consumer or entity. You represent and warrant that you own all rights in and to your User Content and/or have obtained all necessary legal rights, permissions, consents, and authorizations from any and all other persons and/or entities to submit, provide, upload, or otherwise provide access to the User Content and to grant the licenses and rights given to Leap in this section, and that the User Content and Leap’s use thereof as described herein will not violate any applicable law or any copyright, trademark, privacy, right of publicity, or any other intellectual property, proprietary, or other right of any person or entity.

You are solely responsible for all of your User Content and for ensuring that your User Content complies with this Agreement and all applicable laws. We have the right, but do not assume the obligation or responsibility, to review and monitor User Content and to determine whether your User Content complies with this Agreement and applicable laws. In addition, we have the right, in our sole discretion and for any reason whatsoever, to remove, disable access to, or refuse to store

or transmit any User Content, including any User Content that constitutes, or is likely to constitute, an infringement, misappropriation, or other violation of any copyright, trademark, right of publicity, or other intellectual property or proprietary right of any third party. We assume no liability for any User Content that appears in or is removed from the Brand Portal.

3. Proper Use of the Brand Portal

You may access and use the Brand Portal only in connection with your use of Leap's services as permitted herein. By using the Brand Portal, you further agree that:

- You will at all times comply with applicable law, including, but not limited to, international, federal, state, and/or local privacy laws, in accessing and using the Brand Portal;
- You shall not upload or transmit to the Brand Portal any User Content or other materials that infringe upon or violate any intellectual property rights of others, or any copyrighted or other proprietary materials without the necessary rights and permissions from the owner or any licensor of the copyrighted and proprietary materials;
- You will use the Brand Portal in strict accordance with all terms and conditions of this Agreement;
- You will not circumvent, disable, or otherwise interfere with any security-related features of the Brand Portal, including, without limitation, any features that enforce limitations on the use of the Brand Portal;
- You will not reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of the Brand Portal;
- You will not use or access the Brand Portal in order to monitor the availability, performance, or functionality of the Brand Portal or any portion thereof or for any similar benchmarking purposes;
- You will not use or access the Brand Portal in order to develop any products or services that are competitive with the Brand Portal or any portion thereof;
- You will not access, use, or copy any portion of the Brand Portal through the use of bots, spiders, scrapers, web crawlers, indexing agents, or other automated devices or mechanisms;
- You will not post or transmit any content that is unlawful, threatening, hateful, libelous, harassing, defamatory, vulgar, obscene, pornographic, profane, invasive of another's privacy, or otherwise objectionable as determined by us in our sole discretion;

- You will not use the Brand Portal to commit a criminal offense or to encourage others to conduct what would constitute a criminal offense or give rise to any civil liability;
- You will not use the Brand Portal to impersonate other persons or entities;
- You will not use the Brand Portal to upload any content or data that contains a software virus, “Trojan Horse”, worm, time bomb or any other computer code, files, or programs that may alter, damage, disable, corrupt or interrupt the operation or functionality of, or permit unauthorized access to, the Brand Portal, and content or data associated with the Brand Portal or the hardware or software of any other person or entity or damage or corrupt any content or data associated with the Brand Portal;
- You will not alter, damage, or delete any content posted on the Brand Portal;
- You will not claim a relationship with or speak for any business, association, or other organization for which you are not authorized to claim such a relationship;
- You will not post or transmit any unsolicited advertising, promotional materials, or other forms of solicitation;
- You will not post any information which you know to be, or have reason to believe is, deceptive, inaccurate, or materially misleading; and
- You will not impair, overburden, disable, or attempt to interfere with the proper working of the Brand Portal, or otherwise engage in any conduct that restricts or inhibits any other user from using or enjoying the Brand Portal as permitted hereunder.

4. Protection of the Brand Portal

Except for any User Content, you acknowledge that materials and functionality available within the Brand Portal are protected by copyrights, trademarks, service marks, patents, trade secrets and/or other intellectual property or proprietary rights and are owned by Leap or are used by permission. Except as Leap may expressly authorize in writing, you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivatives of the Brand Portal. All trademarks used within the Brand Portal are the property of their respective owners and are used by permission. You agree not to remove, alter, cover, or distort any trademark, copyright notice, author attribution, or other proprietary notice placed on or contained within the Brand Portal. Except for any User Content and your Personal Information (including Registration Information), all information, text, data, descriptions, photos, images, graphics, illustrations, and other content on the Brand Portal (collectively, “Brand Portal Content”) are the proprietary property of Leap, and title to the Brand Portal Content and all intellectual property rights protecting the Brand Portal Content remains with Leap.

If you provide us with any suggestions or feedback regarding the Brand Portal (“Feedback”), you hereby assign to Leap all right, title, and interest in and to the Feedback. You acknowledge that

Leap is free to use, reproduce, disclose, and otherwise exploit the Feedback without attribution, payment, or restriction, including to improve the Brand Portal and to create other products and services. Leap will treat any Feedback as non-confidential and non-proprietary. You will not submit any Feedback that you consider confidential or proprietary or that violates the law or anyone's rights (including, but not limited to, intellectual property or privacy rights).

5. Confidentiality and Non-disclosure

When you provide Confidential Information (defined below) to Leap, you hereby grant to Leap a non-exclusive, non-transferable, non-sublicensable, royalty-free license, during the term of this Agreement, to use, copy, reproduce, process, adapt, modify, publish, transmit, display, perform, and distribute such Confidential Information in any and all media or distribution methods (now known or later developed), solely in connection with Leap's provision of its services to you, including evaluating a potential business relationship with you.

You may be enabled to obtain and submit certain confidential information from/to the Brand Portal (the "Confidential Information"). For clarity, Confidential Information includes: (a) information that: (i) is marked "Confidential", "Proprietary" or similarly; (ii) a party identifies as Confidential Information when disclosed or within a reasonable time afterwards; or (iii) the recipient knows, or should know, to be confidential or proprietary of the disclosing party; (b) all information received by a party relating to inventions, discoveries, developments, improvements, disclosures, processes, systems, methods, devices, patents, patent applications, trademarks, intellectual properties, know-how, trade secrets, instruments, materials, products, programs, techniques, designs, research/development activities and plans, data, compilations, results, specifications, computer programs/code (object or source), costs of production, prices, financial data, sales volumes, promotional methods, marketing plans/strategies, clinical plans, business opportunities, vendors, customer lists, employee information or financial statements; and (c) any non-public personal information of any customer or applicant received by a party from the disclosing party.

Confidentiality Obligations. When a party discloses information (the "Discloser") to the other party (the "Recipient"), they both agree as follows. Recipient shall:

- (a) hold Confidential Information in confidence;
- (b) handle Discloser's Confidential Information in a manner that is fully compliant with Discloser's obligations (to the extent any apply) with respect to Confidential Information under Title V of the Gramm-Leach-Bliley Act and any implementing regulations thereunder, including, but not limited to, applicable limits on the use, disclosure, storage, safeguarding, and destruction of Confidential Information;
- (c) disclose Confidential Information only to those Recipient personnel who have a need to know such Confidential Information, provided Recipient: (i) informs such personnel of the confidential nature of the Confidential Information; (ii) takes commercially reasonable steps to ensure that such personnel do not violate the Agreement's confidentiality provisions; and (iii) notifies Discloser promptly upon becoming aware of any violation of this Section 5 by any such personnel. Recipient

shall be liable for the acts or omissions of Recipient personnel in breach of this Agreement;

- (d) not reverse engineer, disassemble or decompile any prototypes, software or other tangible objects embodying the Confidential Information;
- (e) reproduce all proprietary rights and/or confidentiality notices on all copies of Confidential Information in the same manner as on the original; and
- (f) use commercially reasonable efforts and precautions to protect and maintain the confidentiality of the Confidential Information, which precautions shall be at least equivalent in scope and effect to the measures taken by Recipient to protect its own confidential or proprietary information of a like or similar nature, but in no case with less than a reasonable degree of care.

Exclusions. Recipient is not obligated under this section regarding any specific Discloser information that: (a) was publicly known and/or made generally available in the public domain prior to the time of disclosure to Recipient; (b) was generally available to the public following disclosure to Recipient through no wrongful act or omission by Recipient or anyone to whom the Recipient disclosed such information; (c) Recipient rightfully possessed without any duty of nondisclosure prior to disclosure to Recipient (as shown by Recipient's files and records); (d) was independently developed by Recipient without use of or reference to Confidential Information received by Recipient (as shown by Recipient's documents and other competent evidence); (e) Recipient rightfully obtained such information from a third party permitted to disclose it; or (f) Recipient disclosed under Discloser's prior written approval. In addition, Confidential Information may be disclosed by Recipient as required by a court or governmental authority of competent jurisdiction; provided, however, that prior to any such disclosure, Recipient provides Discloser with prompt written notice of such requirement (to the extent legally permitted) so that Discloser may seek a protective order or other appropriate remedy.

De-Identified Data. For clarity, notwithstanding anything herein to the contrary, when you provide Confidential Information to Leap, you acknowledge that Leap shall have, and you further hereby grant to Leap, a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, fully paid-up license to use such Confidential Information (excluding Personal Information) to create De-Identified Data and to use such De-Identified Data for purposes of analytics and reporting and otherwise supporting Leap's business and services in its reasonable business judgment, including to operate and improve the Brand Portal, provided that Leap shall not disclose any such De-Identified Data to any third party in any manner that identifies or is reasonably identifiable to you, any customer or any other individual consumer or entity.

6. Selection

To the extent you are using/operating the Brand Portal for the purposes of seeking a potential business relationship with Leap, and submitting to Leap's evaluation of you in pursuit of such a business relationship, you agree as follows:

- Leap shall have absolute and sole discretion at evaluating and assessing a business relationship with you;

- Leap is not obligated, and nothing in this Agreement shall be construed as an obligation, to enter into any business relationship with you;
- Leap shall not be held liable for any actions, omissions, or decisions it makes with respect to you (or your organization); and
- Leap does not make any commitment for any minimum or maximum amount of goods or services to be requested or compensated under this Agreement.

You acknowledge and agree that certain features of this Brand Portal, and/or subsequent business relationships, engagements, or other endeavors with Leap, may be subject to additional and/or separate terms, conditions, and disclaimers in addition to this Agreement, and you agree that your use of such features or your participation, engagement, or relationship with Leap will be subject to such additional terms, conditions, and disclaimers.

7. Disclaimer of Warranties

YOUR USE OF THE BRAND PORTAL IS AT YOUR SOLE RISK UNLESS OTHERWISE EXPLICITLY STATED. THE BRAND PORTAL IS PROVIDED ON AN “AS IS” “AS AVAILABLE” AND “WITH ALL FAULTS” BASIS. LEAP DISCLAIMS ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES OF ANY KIND, INCLUDING ANY IMPLIED CONDITION OR WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. LEAP MAKES NO REPRESENTATIONS, WARRANTIES, CONDITIONS OR GUARANTEES AS TO THE USEFULNESS, QUALITY, SUITABILITY, TRUTH, ACCURACY, OR COMPLETENESS OF THE BRAND PORTAL, ANY BRAND PORTAL CONTENT, OR ANY THIRD-PARTY CONTENT (INCLUDING USER CONTENT).

YOU ASSUME ALL RISK FOR ANY DAMAGE OR LOSS OF DATA THAT RESULTS FROM USING THE BRAND PORTAL, INCLUDING ANY OF YOUR CONFIDENTIAL INFORMATION YOU SUBMIT.

LEAP DOES NOT HAVE ANY OBLIGATION TO VERIFY THE IDENTITY OF THE PERSONS LOGGING INTO OR REGISTERING TO USE THE BRAND PORTAL, NOR DOES IT HAVE ANY OBLIGATION TO MONITOR THE USE OF THE BRAND PORTAL BY OTHER USERS; THEREFORE, LEAP DISCLAIMS ALL LIABILITY TO YOU OR ANY THIRD PARTY ARISING OUT OF INACCURATE INFORMATION, FRAUD, NEGLIGENCE, OR WILLFUL MISCONDUCT THROUGH THE BRAND PORTAL, OR ANY OTHER INAPPROPRIATE USES OF THE BRAND PORTAL.

WITHOUT LIMITING ANY OF THE FOREGOING, BETA FEATURES ARE PROVIDED “AS IS” AND WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, LEAP EXPRESSLY DISCLAIMS ALL WARRANTIES WITH RESPECT TO BETA FEATURES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY AND ALL WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT SHALL THE LEAP PARTIES (DEFINED BELOW) BE LIABLE FOR ANY

DAMAGES WHATSOEVER ARISING OUT OF THE USE OF, OR INABILITY TO USE, ANY BETA FEATURES, INCLUDING, WITHOUT LIMITATION, ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, LOSS OF USE OR LOSS OF DATA), WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF LEAP OR ANY OF THE OTHER LEAP PARTIES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. Limitation of Liability; Your Indemnification of Us

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY IN CONTRACTS WITH CONSUMERS AND AS A RESULT THE CONTENTS OF THIS SECTION MAY NOT APPLY TO YOU. IN SUCH JURISDICTIONS, OUR LIABILITY IS LIMITED TO THE FULLEST EXTENT PERMITTED BY THE LAW.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, LEAP, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE EMPLOYEES, MEMBERS, MANAGERS, OFFICERS, DIRECTORS, SHAREHOLDERS, SERVICE PROVIDERS, LICENSORS, AGENTS, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "LEAP PARTIES") SHALL NOT BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE BRAND PORTAL, OR ITS USE, EVEN IF LEAP OR ANY OF THE OTHER LEAP PARTIES HAS PREVIOUSLY BEEN ADVISED OF, OR REASONABLY COULD HAVE FORESEEN, THE POSSIBILITY OF SUCH DAMAGES, HOWEVER THEY ARISE.

ORDINARY CAP. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT AND SUBJECT TO THE REMAINDER OF THIS SECTION 8, THE LEAP PARTIES' AGGREGATE LIMIT ON MONETARY DAMAGES SHALL NOT EXCEED AN AMOUNT EQUAL TO TWELVE TIMES (12X) THE AVERAGE ONGOING MONTHLY FEES PAID OR PAYABLE TO LEAP BY YOU DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM (THE "ORDINARY CAP").

EXTRAORDINARY CAP. AS AN EXCEPTION TO THE ORDINARY CAP, IF DAMAGES ARISE FROM A BREACH OF SECTION 5 (CONFIDENTIALITY) BASED ON NEGLIGENCE OR WILLFUL MISCONDUCT, THE ORDINARY CAP WILL BE INCREASED BY AN ADDITIONAL TWELVE TIMES (12X) THE AVERAGE ONGOING MONTHLY FEES PAID OR PAYABLE TO LEAP BY YOU DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM.

FOR THE AVOIDANCE OF DOUBT, IN NO CASE SHALL THE LEAP PARTIES' AGGREGATE LIMIT ON MONETARY DAMAGES UNDER THIS AGREEMENT EXCEED AN AMOUNT EQUAL TO TWENTY-FOUR TIMES (24X) THE AVERAGE MONTHLY ONGOING SERVICES FEES PAID OR PAYABLE TO LEAP BY YOU DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM.

YOU AGREE AT OUR REQUEST TO DEFEND, INDEMNIFY AND HOLD LEAP AND THE LEAP PARTIES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, COSTS, EXPENSES, JUDGMENTS, LOSSES, AND OTHER LIABILITIES, INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEY, EXPERT WITNESS, AND OTHER PROFESSIONAL OR LEGAL FEES, ARISING FROM ANY CLAIMS, ACTIONS OR DEMANDS THAT ARISE OUT OF OR RELATE TO (OR ARE ALLEGED TO ARISE OUT OF OR RELATE TO): (A) YOUR USE OF THE BRAND PORTAL, INCLUDING, BUT NOT LIMITED TO, YOUR PROVISION OF USER CONTENT OR OTHER INFORMATION OR MATERIALS TO THE BRAND PORTAL; (B) YOUR VIOLATION OF ANY PROVISION OF THIS AGREEMENT; OR (C) YOUR VIOLATION OF ANY APPLICABLE LAW, RULE, REGULATION, INTELLECTUAL PROPERTY OR OTHER THIRD-PARTY RIGHTS IN CONNECTION WITH YOUR USE OF THE BRAND PORTAL OR ANY USER CONTENT. LEAP MAY, IN ITS SOLE DISCRETION AND AT ANY TIME, EVEN AFTER COMMENCEMENT OF THE DEFENSE, ASSUME CONTROL OF THE DEFENSE OF ANY THIRD-PARTY CLAIM THAT IS SUBJECT TO INDEMNIFICATION BY YOU. YOU AGREE TO PROVIDE ALL REASONABLE COOPERATION AND ASSISTANCE IN DEFENSE OF SUCH CLAIMS.

9. Termination of Access

Leap reserves the right, at our sole discretion, to terminate any and all access to the Brand Portal provided to you at any time, without notice, and without liability, for any reason, including, without limitation: (a) if we believe, in our sole discretion, that you have violated this Agreement or any applicable laws or regulations; (b) at the request of law enforcement, government agencies, or courts; (c) if you ask us to close your account; (d) if we discontinue or materially modify the Brand Portal (or any part thereof); or (e) if we believe, in our sole discretion, that your access to or use of the Brand Portal may create risk (including, but not limited to, legal risk) for us or our service providers, licensors, contractual partners, or other users. Leap also reserves the right, at our sole discretion, to discontinue any service or modify any part of the Brand Portal or any service we provide under this Agreement without notice, at any time, and without liability. Upon any termination, Leap may terminate services provided to you, access to any and all parts of the Brand Portal, and deactivate your Login Credentials. We shall not be liable to you or any third party if we terminate your account, and you agree to hold us harmless and indemnify us from any third-party claims arising from the termination of your account, except as may be required by applicable law, and any refunds or compensation of any sort will be at Leap's sole discretion. You agree that any material breach of this Agreement by you will result in irreparable harm to Leap for which damages would be an inadequate remedy and, therefore, in addition to its rights and remedies otherwise available at law, Leap will be entitled to equitable relief, including both a preliminary and permanent injunction, if such a breach occurs. You waive any requirement for the posting of a bond or other security if Leap seeks such an injunction.

Any termination shall not affect your obligations to us under this Agreement. The provisions of this Agreement which by their nature should survive the termination of your access to or use of the Brand Portal shall survive, including, but not limited to, Sections 4, 5, and 7 through 11 of this Agreement.

10. Arbitration and Dispute Resolution Agreement

ALL DISPUTES ARISING OUT OF OR RELATING IN ANY WAY TO THIS AGREEMENT SHALL BE RESOLVED PURSUANT TO THIS SECTION 10.

Binding Arbitration and Class Action Waiver. EXCEPT AS SPECIFICALLY STATED HEREIN, ANY CLAIM OR OTHER DISPUTE BETWEEN YOU AND LEAP ARISING OUT OF, OR RELATING IN ANY WAY TO, THIS AGREEMENT (“DISPUTES”) SHALL BE RESOLVED EXCLUSIVELY BY FINAL, BINDING ARBITRATION. BY VIRTUE OF THE AGREEMENT IN THIS SECTION 10 TO ARBITRATE, YOU AND LEAP EACH EXPRESSLY WAIVES THE RIGHT TO GO TO COURT AND HAVE A DISPUTE HEARD BY A JUDGE OR JURY (EXCEPT AS OTHERWISE SET FORTH IN THIS SECTION 10). You and Leap agree that all questions concerning arbitrability or whether any provision of this Agreement is subject to arbitration shall be decided by the arbitrator. The provisions of this Section 10 shall constitute your and Leap’s written agreement to arbitrate Disputes under the Federal Arbitration Act. You and Leap further agree that EACH SHALL BRING ANY DISPUTE AGAINST THE OTHER IN ITS RESPECTIVE INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, REPRESENTATIVE PROCEEDING, OR AS AN ASSOCIATION. IN ADDITION, EACH PARTY AGREES THAT DISPUTES SHALL BE ARBITRATED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE ACTION. THE ARBITRATOR DOES NOT HAVE THE POWER TO VARY THESE PROVISIONS. The arbitration will be administered by the American Arbitration Association (“AAA”) and conducted before a single arbitrator pursuant to its applicable rules, including those applicable to Commercial Disputes, available at <https://www.adr.org> or by calling 800-778-7879. The arbitrator will apply and be bound by this Agreement, apply applicable law and the facts, and issue a reasoned award.

To begin an arbitration proceeding, you or Leap must submit the Dispute by making a demand for arbitration pursuant to AAA’s Commercial Arbitration Rules (the “AAA Rules”). If you demand arbitration, you must simultaneously send a copy of the completed demand to the following address: Ice Miller LLP, 200 W. Madison Street, Suite 3500, Chicago, IL 60606, Attn: Nicholas Casto. If Leap demands arbitration, it shall simultaneously send a copy of the completed demand to your address of record. Payment of all filing, administration and arbitrator fees will be governed by the AAA Rules. Leap will reimburse those fees for Disputes totaling less than \$10,000 if you are the prevailing party in such arbitration. Leap will not seek attorneys’ fees and costs in arbitration unless the arbitrator determines that a Dispute is frivolous, or unless such fees and costs are recoverable pursuant to an applicable contract or statute. The arbitration will be conducted based upon written submissions unless you request and/or the arbitrator determines that a telephone or in-person hearing is necessary. If the arbitrator grants the request or determines an in-person hearing is necessary, the hearing will proceed in Chicago, Illinois, unless the arbitrator determines or Leap and you agree that the matter should proceed in the county of your principal place of business.

Choice of Law/No Jury Trial. If for any reason a Dispute proceeds in court: (i) you and Leap agree that any such Dispute may only be instituted in a state or federal court in Cook County, Illinois; (ii) you and Leap irrevocably consent and submit to the exclusive personal jurisdiction and venue of such courts for resolution of such Disputes; (iii) you and Leap agree that the laws of the State

of Illinois, without regard to principles of conflicts of law, will govern this Agreement and any Disputes; and (iv) YOU AND LEAP AGREE TO WAIVE ANY RIGHT TO A TRIAL BY JURY.

Injunctive Relief/Attorneys' Fees. Notwithstanding anything to the contrary in this Agreement, either party may bring suit in court seeking an injunction or other equitable relief arising out of or relating to (i) claims that the other party's conduct or breach may cause the other irreparable injury (without the necessity of proving monetary damages or posting a bond or other security), and/or (ii) individual claims for which applicable law expressly prohibits pre-dispute arbitration agreements, if any, where such law is not preempted by the Federal Arbitration Act. In the event Leap is the prevailing party in any Dispute, subject to any exceptions in this paragraph, you shall pay to Leap all reasonable attorneys' fees and costs incurred by Leap in connection with any Dispute.

Service of Process. Each of the parties agrees (i) to the extent such party is not otherwise subject to service of process in the State of Illinois, to appoint and maintain an agent in the State of Illinois as such party's agent for acceptance of legal process, and (ii) that service of process may also be made on such party by prepaid certified mail with a proof of mailing receipt validated by the United States Postal Service constituting evidence of valid service. Service made pursuant to clause (i) or (ii) above shall have the same legal force and effect as if served upon such party personally within the State of Illinois.

11. Entire Agreement; Severability; No Waiver; Assignment

This Agreement contains the full understanding between the parties and supersedes all prior representations or agreements, whether oral or written, with respect to such matters. If any provision of the Agreement is held invalid by any law or regulation of any government, or by any court, the parties agree that such provision will be replaced with a new provision that accomplishes the original business purpose, and the other provisions of the Agreement will remain in full force and effect. Neither the failure nor any delay by Leap in exercising any right, power or privilege under this Agreement will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise thereof or the exercise of any other right, power or privilege. Leap's electronically or otherwise properly stored copy of this Agreement will be deemed to be the true, complete, valid, authentic, and enforceable copy, and you agree that you will not contest the admissibility or enforceability of our copy of this Agreement in connection with any action or proceeding arising out of or relating to this Agreement. We may freely assign our rights and obligations under this Agreement, in whole or in part, at any time to any third party without notice. You may not assign this Agreement or any rights or obligations hereunder without Leap's prior written consent.

12. For Prospective Brand Customers

You may be using the Brand Portal in connection with seeking a business relationship with Leap as a Brand customer ("Brand Customer"). In such event, the following additional terms shall also apply to you.

Agreement To Provide Accurate Information. In making a business inquiry or application or in entering into any other transaction or request for information on this Brand Portal, you agree to

provide accurate, true, current, and complete information, all of which shall be deemed as part of your User Content, upon which Leap may rely.

Cooperation. Leap generally begins processing your application upon the submission of a full and complete application. If you submit an application, you agree to cooperate in the application process (including submitting all required documentation in a timely manner). In addition, you agree to notify Leap of any changes in any information submitted in connection with your application.

Reasonable Efforts. While Leap will use its reasonable efforts to have your application fully processed in reasonable time, some processing may take additional time, beyond Leap's control. Leap will not be responsible for delays in application processing due to the untimely receipt of required documentation or any other matters beyond Leap's reasonable control.

No Guarantees or Exclusivity. By submitting an application as a prospective Brand Customer or providing any User Content, you acknowledge and agree that Leap makes no guarantees or makes any assurances about the acceptance of your application. Leap reserves the right to make all decisions about any application, at Leap's sole and absolute discretion, and without any liability or obligation to you.

Unless agreed to in writing, Leap does not make any guarantees of exclusivity in any particular market segment.

Return of Data. At your request, Leap will return all of your information (including any applicable User Content and Confidential Information), except to the extent Leap: (a) is permitted to retain your User Content and/or Confidential Information pursuant to the respective licenses granted to Leap elsewhere in this Agreement (e.g., in connection with De-Identified Data); and/or (b) has a legal obligation or is required under law to maintain such information.