**LAETRO INC.
CREATIVE MANAGEMENT SERVICES AGREEMENT**

This Creative Management Services Agreement (“**Agreement**”) is entered into between Laetro Inc. (“**Laetro**”) and the customer indicated on a Credit SOW, Project Proposal or otherwise receiving Management Services (each as defined below) (“**Customer**”), and is entered into as of the date of Customer’s Acceptance (defined below) of this Agreement (the “**Effective Date**”).

BY CLICKING “FINISH”, “APPROVE”, “ACCEPT”, “CONFIRM” OR OTHERWISE INDICATING ACCEPTANCE OF THIS AGREEMENT OR A CREDIT SOW OR PROJECT PROPOSAL THAT REFERENCES THIS AGREEMENT, CUSTOMER AGREES TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT (“**ACCEPTANCE**”). IF THE INDIVIDUAL AGREEING TO THIS AGREEMENT IS DOING SO ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, SUCH INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH COMPANY OR OTHER LEGAL ENTITY TO THE TERMS OF THIS AGREEMENT.

**BACKGROUND**

1. Laetro maintains a community (the “**Laetro Creative Community**”) of independent third-party creatives (each a “**Creative**”);
2. Laetro has developed a project management solution for the commissioning, management and creation of artwork, illustrations, photographs, texts, movies, audios, or other works (collectively, “**Content**”); and
3. Customer wishes to engage Laetro to manage the creation of Content by one or more Creatives, as described in the applicable statement of work entered into by the parties in writing (each a “**Project Proposal**”)

The parties agree as follows:

1. **Management Services**.
	1. *Generally.*Subject to the terms and conditions of this Agreement, Laetro will manage on behalf of Customer the creation of Content described in a Project Proposal by one or more Creatives (each a “**Project**”).
	2. *Creative Engagement.* As a part of the management services for a Project (the “**Management Services**”), Laetro will require each Creative to agree to Laetro’s then-current Creative Terms, available at <https://www.laetro.com/terms-creative> (such agreement the “**Creative Agreement**”). Laetro warrants that each Creative Agreement will contain: (a) an assignment to Customer of intellectual property rights in and to the Content created by the Creative; (b) indemnification obligations; and (c) confidentiality obligations.
	3. *Customer-Provided Materials*. To the extent that Customer provides or specifies any pre-existing artwork, illustrations, photographs, texts, movies, audios, or other works for use in connection with the Project (collectively, “**Customer-Provided Materials**”), Customer hereby grants to Laetro and each Creative engaged for the applicable Project a limited, nonexclusive, irrevocable, fully-paid up, royalty free right to host, store, transfer, display, perform, reproduce, prepare derivative works of, modify and distribute the Customer-Provided Materials in connection with the Project or in connection with Laetro’s exercise of its rights under Section 1.4.
	4. *Portfolio; Use of Name*. Customer agrees that Laetro may use Customer’s name and likeness and the Content as a part of the Laetro’s public portfolio and to identify Customer as a customer. Customer additionally agrees that Creatives may use the Content as a part of the Creative’s public portfolio (including, without limitation, in an online portfolio of Creative’s works). All other uses of Customer’s name or the Content by Laetro will require Customer’s prior written consent.
2. **Project Submission**. Each Project Proposal will include the following information:
3. A description of the requested Content and any related requirements (“**Project Requirements**”);
4. The number of Creatives desired and their respective roles;
5. A list of the required skills and other core competencies of each such Creative;
6. The requested deadline for the Project (“**Due Date**”);
7. Any Customer-Provided Materials (defined below); and
8. Credits to be applied to the Project (defined below).
9. **Project Staffing.** Following execution of a Project Proposal, Laetro will directly invite Creatives to the Project that it determines in its sole discretion to meet the skill and experience level required to achieve the Project goals and/or post the Project Description and any related information to the Laetro Creative Community and invite Creatives to apply for the Project.
10. **Service Caps**. Laetro will notify Customer if it expects the total number of Credits required to complete a Project exceeds the total number of Credits applied to the Project. Following such notice, Customer will have the opportunity to evaluate the work completed to-date, and determine whether to apply additional Credits to the Project. Customer will promptly notify Laetro in writing of its determination, provided that if Customer fails to notify Laetro in writing of its determination within 5 business days of receipt of such notice, Customer will be deemed to have elected not to apply additional Credits to the Project. If Customer elects not to apply additional Credits to the Project, then the Content will be deemed accepted and all outstanding Fees for Credits applied to the Project (and other amounts owed under this Agreement) will be due and payable. For the avoidance of doubt, Laetro will not be required to provide additional Management Services for, and the applicable Creatives will not be required to continue work on, the Project until and unless the Customer applies additional Credits to the Project.
11. **Review and Acceptance**. Following delivery of Content to Customer, Customer will have 5 business days (the “**Review Period**”) to review the Content to confirm that the Content meets the Project Requirements specified in the Project Proposal, including addendums. If Customer reasonably determines that the delivered Content does not meet the Project Requirements, Customer may reject the Content by notifying Laetro in writing during the Review Period specifying the Project Requirements that the Content fails to fulfill. For the avoidance of doubt, Customer can only reject Content that has not already been approved (or deemed to have been approved) and was created after the last invoice issued by Laetro. Any delivered Content not rejected by Customer in accordance with the foregoing sentence will be deemed to have been accepted by Customer at the end of the Review Period. Laetro will require the Creative to promptly correct the identified failures in a valid Rejection Notice, and redeliver the corrected Content to Customer. The redelivered Content will be subject to the acceptance testing in accordance with this Section. The Customer may only reject the Content twice, after which the Content will be deemed accepted. The Customer may elect to approve more Credits to revise the Content further.
12. **Fees and Credits**
	1. Credits. Customer may purchase credits for use in connection with Projects (“**Credits**”) pursuant to one or more statements of work for credit (“**Credit SOWs**”). The Credit SOWs will specify the total number of Credits to be purchased, the price for such Credits, and the payment terms for such Credits. The Credit SOW may additionally specify any applicable discounts, and those discounts may be conditioned upon Customer’s agreement to pay for a certain percentage of Credits applied to a Project Proposal immediately upon entering into such Project Proposal (the “**Up Front Payment**”). Credits will be applied on a first in first out basis. Customer must apply the required amount of Credits to a Project Proposal (as may be agreed by the parties) and make the Up Front Payment before work under a Project Proposal will commence. If the Project Proposal is for a fixed-fee Project with a total anticipated spend of $10,000 or less, Credits applied to the Project Proposal will be deemed consumed as of the date the Project Proposal is signed. In all other cases, applied Credits will be deemed consumed as Creatives perform work on the Project (or as otherwise set forth in the Project Proposal). For the avoidance of doubt, Customer is not required to pay for approved Credits that are not consumed by Projects.
	2. Fees. Customer agrees to pay Laetro the fees for Credits consumed by approved Projects (the “**Fees**”). Unless otherwise stated in the Credit SOW or the Project Proposal to which Credits are applied, the Up Front Payment will be due immediately upon execution of the applicable Project Proposal, and remaining Fees will be due for Credits as they are consumed. Laetro will invoice Customer for the Up Front Payment and the Fees as specified in the Credit SOW or the Project Proposal, as applicable. Customer may dispute any invoiced amounts within 5 business days of receipt of the applicable invoice by notifying Laetro in writing of the disputed amounts specifying the reasons why Customer believes such amounts to be incorrect. Customer will pay invoiced amounts that are not disputed in accordance with the foregoing sentence in accordance with the payment terms set forth in the applicable Credit SOW or Project Proposal.
	3. Taxes. All Fees and other amounts due under this Agreement are exclusive of all applicable sales, use, valued-added, or other taxes (federal, state, or otherwise) (“**Taxes**”). Customer will be responsible for paying all such Taxes, except for those Taxes based on Laetro’s net income. If Customer is required by law to withhold or deduct a portion of the amounts paid, Customer will notify Laetro in writing and will pay such additional amounts as necessary to ensure that the net amount received by Laetro after such deduction or withholding equals the amount Laetro would have received if there had been no such deduction or withholding.
13. **Term and Termination**
	1. Term. The term of this Agreement will begin on the Effective Date and continue until terminated in accordance with the terms of this Agreement (“**Term**”).
	2. SOWs and Projects. The term of each Project Proposal will begin on the date such Project Proposal is executed, and unless earlier terminated in accordance with the terms of the Project Proposal or this Agreement, continue until the Project conducted under the Project Proposal has been completed.
	3. Termination for Convenience. Customer may terminate a Project Proposal at will upon 5 business days’ prior written notice to Laetro.
	4. Termination for Breach. Either party may terminate the affected Credit SOWs and Projects upon notice in the event the other party materially breaches the terms of this Agreement or the applicable Credit SOWs or Project Proposals and fails to cure such breach within 15 days of receiving written notice thereof.
	5. Termination for Failure to Pay. Laetro may terminate a Project Proposal upon notice to Customer if Customer fails to pay amounts due to Laetro within 5 business days after Customer receives written notice from Laetro that Customer has failed to pay a Laetro invoice.
	6. Termination of Agreement. Either party may terminate this Agreement upon written notice if there are no Project Proposals then-in-effect.
	7. Termination for Bankruptcy. Either party may terminate this Agreement upon notice to the other if the other becomes the subject of a voluntary or involuntary petition in bankruptcy or any proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, if that petition or proceeding is not dismissed with prejudice within sixty days after filing.
	8. Effect of Termination. Upon termination of a Project Proposal for any reason, all amounts owed by Customer to Laetro for Credits consumed through the date of termination under that Project Proposal will become immediately due and will be paid within 10 days of such termination. Sections 1.3, 1.4, 6, 7.8, 8, 9.4, 10, 11, 12, 13 will survive termination of this Agreement.
14. **Confidentiality**
	1. Definition. “**Confidential Information**” means any non-public information that relates to the Project and any proprietary information, trade secrets, and know-how of a party that are disclosed to the other party or its agents, directly or indirectly, in writing, orally, or by inspection or observation of tangible items that would reasonably be considered confidential based on the nature of the information or circumstances of disclosure.
	2. Exceptions. Confidential Information does not include any information that: (a) was publicly known or made generally available before the disclosing party disclosed the information to the receiving party, (b) became publicly known or made generally available after disclosure to the receiving party through no wrongful action or inaction of the receiving party, (c) was in the receiving party’s possession, without confidentiality restrictions, at the time of disclosure by the disclosing party, as shown by the receiving party’s files and records, or (d) was independently developed without use of or reference to the disclosing party’s Confidential Information.
	3. Nondisclosure and Nonuse. The receiving party will not, during and after the Term, disclose the Confidential Information to any third party or use the Confidential Information for any purpose other than to exercise its rights or perform its obligations under this Agreement. The receiving party will take all reasonable precautions to prevent any unauthorized disclosure of the Confidential Information including, but not limited to, requiring any third party that the receiving party provides with access to Confidential Information to execute a nondisclosure agreement containing terms that are at least as protective of the Confidential Information as the terms contained in this Agreement.
	4. Remedies. The receiving party agrees that any violation or threatened violation of this Section 8 by the receiving party may cause irreparable injury to the disclosing party, entitling the receiving party to seek injunctive relief in addition to all other legal remedies.
15. **Warranty**
	1. *Mutual.* Each party represents and warrants to the other that it: (a) has the right to enter into this Agreement, (b) is duly incorporated or organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or organization, (c) has the corporate and organizational power and authority to execute and deliver this Agreement and to perform its obligations hereunder, and (d) has by all necessary corporate action, duly and validly authorized the execution and delivery of this Agreement and the performance of its obligations hereunder.
	2. *By Laetro*. Laetro warrants that Laetro will perform the Management Services in a professional and workmanlike manner.
	3. *By Customer.* Customer warrants that Customer has the rights necessary to grant the license to the Customer-Provided Materials in Section 6 of this Agreement, and that the Customer-Provided Materials do not infringe upon or misappropriate the intellectual property or other rights of any third party, including, for the avoidance of doubt, any right of likeness, publicity, or privacy of any third party.
	4. *Disclaimer.* EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, EACH PARTY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT, AND LAETRO DOES NOT MAKE ANY WARRANTIES OR GUARANTEES WITH RESPECT TO THE OUTCOME OF ANY PROJECT OR ANY RESULTING CONTENT.
16. **Limitation of Liability**
	1. *Disclaimer of Consequential Damages*. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR ANY OTHER INTANGIBLE LOSS) ARISING OUT OF OR RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT OR THE PROJECTS, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ANY PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF DAMAGE.
	2. *Cap on Liability*. TO THE FULLEST EXTENT PERMITTED BY LAW, THE AGGREGATE LIABILITY OF EITHER PARTY TO THE OTHER FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT OR THE PROJECTS, A PARTY’S DEALINGS WITH A CREATIVE OR OTHERWISE UNDER THIS AGREEMENT, WHETHER IN CONTRACT, TORT, OR OTHERWISE, IS LIMITED TO THE AMOUNTS PAID OR PAYABLE BY CUSTOMER TO LAETRO FOR THE AFFECTED PROJECTS.
17. **Laetro as Creative**. To the extent that Laetro contributes to the Content (such contributions, the “**Laetro-Contributed Content**”), Laetro hereby assigns (and agrees to assign) to the Customer all right, title and interest in and to the Laetro-Contributed Content. The foregoing assignment includes all rights of attribution, paternity, integrity, modification, disclosure and withdrawal, and any other rights throughout the world that may be known as or referred to as “moral rights”, “artist’s rights”, “droit moral”, or the like, including but not limited to any rights Laetro may have under the Visual Arts Rights Act (U.S.C. Section 106A), the California Art Preservation Act (California Civil Code Section 987) or other applicable law or regulation (collectively, “**Moral Rights**”). To the extent that Moral Rights cannot be assigned under applicable law, then to the extent permitted under applicable law. Laetro hereby expressly and forever waives and agrees not to enforce any and all Moral Rights, including without limitation, any limitation on subsequent modification. Laetro agrees to assist Customer or its designee in every proper way to effectuate the foregoing assignment. If Customer is unable, because of Laetro’s unavailability, incapacity, unwillingness, or for any other reason, to secure Laetro’s signature with respect to the Laetro-Contributed Content to apply for or pursue any application for copyright or other registrations for the Laetro-Contributed Content, then Laetro hereby irrevocably designates Customer and its duly authorized officers and agents as Laetro’s agent and attorney in fact, to act for and on Laetro’s behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the copyright or other registrations with the same legal force and effect as if executed by Laetro. This power of attorney shall be deemed coupled with an interest, and shall be irrevocable. Notwithstanding the foregoing, Laetro will retain a worldwide, non-exclusive, irrevocable, royalty-free, fully paid right and license (with the right to sublicense) to host, store, transfer, display, perform, reproduce, modify and distribute the Laetro-Contributed Content in whole or in part, in any media formats and through any media channels now known or hereafter developed, and use or exploit the Laetro-Contributed Content in any manner without restriction. Laetro warrants that except for Customer-Provided Materials or the materials provided or created by any other Creative in connection with the Project, the Laetro-Contributed Content is Laetro’s own original work of authorship, and such Laetro-Contributed Content does not infringe upon or misappropriate the intellectual property or other rights of any third party.
18. **Disputes**. Any dispute or claim arising out of or in connection with this Agreement or breach thereof, shall be finally settled by binding arbitration in Santa Clara County, California, administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures by one arbitrator appointed in accordance with said rules. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, either party may apply to any court of competent jurisdiction for injunctive relief without breach of this Section.
19. **Miscellaneous**
	1. Independent Contractor. Nothing herein will create any partnership, joint venture, or similar relationship between the parties.
	2. Complete Agreement. Except as otherwise agreed by the parties in writing, this Agreement (together with all attachments hereto) is the final and complete expression of all agreements between the parties and supersede any previous or contemporaneous negotiations, orders, communications or agreements with respect to the subject matter hereof. Any exhibits or attachments hereto are specifically made a part of this Agreement and incorporated herein by reference.
	3. Counterpart. This Agreement may be executed in any number of counterparts, each of which counterparts, when executed or delivered, will be deemed to be an original, and all of which taken together will constitute one and the same instrument. Each party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.
	4. Waiver; Amendment; Modification. No term or provision hereof will be considered waived by a party, and no breach excused by a party, unless such waiver or consent is in writing and signed by an authorized representative of such party. The waiver by a party of, or consent by a party to, a breach of any provision of this Agreement by the other party, will not constitute, operate or be construed as a waiver of, consent to, or excuse of any other or subsequent breach by a party. This Agreement may be amended or modified only by an agreement in writing signed by an authorized representative of each party.
	5. Assignment; Subcontractors. Neither party may assign or transfer this Agreement without the other party’s prior written consent; provided however, Laetro may assign this Agreement in connection with a change of control, merger, reorganization or sale of all or substantially all of its assets to which this Agreement relates. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of each party and their respective successors and permitted assigns.
	6. Governing Law. This Agreement will be interpreted, construed, and enforced in all respects in accordance with the local laws of the State of California, without reference to its choice of law rules. Except as specified in Section 12, the parties agree that any action arising out of or in connection with this Agreement will be heard in the federal, state, or local courts in Santa Clara County, California, and each party hereby irrevocably consents to the exclusive jurisdiction and venue of these courts.
	7. Enforceability. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, (a) such provision will be deemed amended to achieve as nearly as possible the same economic effect as the original provision, and (b) the legality, validity and enforceability of the remaining provisions of this Agreement will not be affected or impaired thereby.
	8. Notices. All notices required under this Agreement will be provided in writing and will be considered received if delivered or sent by personal delivery, reputable courier, facsimile, e-mail, or both certified and regular mail: (a) if to Laetro, to Laetro, Inc., Attention: Legal Department, 266 Mercy Street, Mountain View, CA 94041, info@laetro.com, or (b) if to Customer on the Credit SOW, or on the Project Proposal, or that Laetro then has on file for the Customer. Either party may change its address for notices by providing the other party written notice of the same in accordance with this Section.

***FIN***