



INFLUENCER TERMS AND CONDITIONS

These Influencer Terms and Conditions (the “**Terms**”) govern the production and display of online content referencing the password management and identity protection software (the “**Product**”) distributed by Dashlane USA, Inc. (together with its affiliates, “**Dashlane**”). By executing an order form or equivalent document referencing these Terms (the “**Order Form**” and, together with these Terms, the “**Agreement**”), you (the “**Creator**”) agree to be bound by the Agreement. These Terms will take effect on the date indicated on the Order Form (the “**Effective Date**”). If the Order Form is executed by an entity that represents (or otherwise acts on behalf of) the Creator (an “**Agency**”), all references to “**Creator**” herein will apply to Agency unless otherwise noted, and Agency is responsible for ensuring that any Creator performing Services (as defined below) complies with these Terms.

1. SERVICES.

- a. **Description.** During the Term, Creator will provide the brand promotion activities specified on the Order Form (the “**Services**”). Each video, digital and/or social media posting, communication or statement made by Creator in connection with the Services is a “**Deliverable**”.
- b. **Make Good.** If the Services do not conform to the requirements in the Order Form (including with respect to timing) or generally acceptable industry standards, Dashlane and Creator will work in good faith to agree on “make good” services that Creator will provide at no additional cost.
- c. **Approvals.** Unless otherwise indicated on the Order Form, Creator must submit a script and initial version of any Deliverable for approval prior to publication. Without limiting any other remedies available, Fees (as defined below) will not be due for any Deliverable made publicly available without Dashlane’s prior review and approval.

2. FEES.

Dashlane will pay the fees indicated on the Order Form for the Services (the “**Fees**”), which will be invoiced in arrears unless otherwise specified in the Order Form. Creator will submit invoices as reasonably directed by Dashlane. Undisputed invoices will be paid within thirty (30) days of receipt. The Fees are the total amounts due for the Services, and Creator is responsible for the cost of performing the Services (including obtaining Releases as defined below) and any taxes or duties imposed on the provision or receipt of the Services.

3. LICENSE.

Dashlane grants Creator a non-exclusive, worldwide, royalty-free license to use trademarks, service marks, insignias, and logos (“**Marks**”) it provides to Creator for use in Deliverables. Creator will display the appropriate proprietary rights notices in conjunction with its display of the Marks. All use of the Marks will comply with Dashlane’s branding requirements provided to Creator and will inure to Dashlane’s benefit. Upon termination or expiration of this Agreement, this license will automatically terminate with respect to any new use of the Marks, but will remain in effect for any Deliverables already published in connection with the Services.

4. RELEASES.

Except for content Dashlane provides to Creator for incorporation into Deliverables, Creator will, at its expense, acquire all third-party rights, authorizations, and permissions (collectively, “**Releases**”) necessary for the public display of any Deliverable, including as required to use any third-party marks, footage, music or other works of authorship included in a Deliverable.

5. OWNERSHIP.

Unless otherwise set forth on the Order Form, as between the parties, (a) Creator owns all right, title, and interest in and to the Creator website, online accounts, the Deliverables (except as set forth below), and other digital properties controlled by Creator (the “**Creator Properties**”); and (b) Dashlane owns all right, title, and interest in and to the Marks and the Product. Dashlane may publish links to the Creator Properties on its website and Dashlane social media channels. Where a Deliverable is specifically created for publication on the Dashlane website or Dashlane social media channels, Creator hereby assigns all right, title, and interest in and to such Deliverable to Dashlane and, to the extent some rights in such Deliverable are not capable of being assigned, grants Dashlane a perpetual, royalty-free and unrestricted right to use such Deliverable for any lawful purpose.

6. EXCLUSIVITY.

- a. **Exclusivity.** During the Term and for six (6) months afterwards, Creator will not accept advertising from, or enter into any affiliation or other similar agreement with any entity that develops or sells digital identity management and security



products or services competitive with the Product (a “**Competitor**”), including LastPass, 1Password, Keeper, NordVPN and ExpressVPN. Creator will obtain Dashlane’s prior written consent, which may be via email, before mentioning a Competitor in a deliverable.

b. Creator Statements.

- i. Each Deliverable will comply with all applicable laws, rules, regulations and guidelines (including, for Deliverables available in the United States, the Federal Trade Commission’s Guides Concerning the Use of Endorsements and Testimonials in Advertising available at <https://www.ftc.gov/sites/default/files/attachments/press-releases/ftc-publishes-final-guides-governing-endorsements-testimonials/091005revisedendorsementguides.pdf> (or the equivalent in any other jurisdiction in which Deliverables are available), as well as the rules, regulations and policies of each platform on which Deliverables are posted. Creator will include in all Deliverables clear and conspicuous disclosures indicating that Creator received consideration in exchange for the Deliverables. Each Deliverable will include (a) explicit and unambiguous disclosure of the paid nature of Creator’s relationship with Dashlane, or (b) if the Deliverable is a social media posting, either the disclosure in the foregoing clause (a) or “#ad,” “#sponsored” or “Dashlane-[Creator].”
- ii. Any statements that Creator makes in connection with the Services or otherwise regarding the Product or Dashlane will reflect Creator’s good-faith opinions, beliefs, or experiences, and representations that Creator may make as to any benefits that may be received from using the Product will be true and accurate to the best of Creator’s knowledge and reflect Creator’s bona-fide use of the Product.
- iii. This Agreement’s value to Dashlane is based on the goodwill and positive publicity generated by Creator and the Services, including Dashlane’s ability to facilitate, coordinate and leverage media (including social media) opportunities relating to the foregoing. Accordingly, Creator will not malign or disparage Dashlane or the Product in any public forum. In addition, if Creator becomes involved in any situation that a reasonable person would regard as likely to damage its reputation (such as being charged with a felony or the posting or discriminatory content), Dashlane may immediately terminate the Agreement with no further obligation to Creator and require removal of any previously published Deliverables.

7. TERM AND TERMINATION

- a. **Term.** This Agreement will commence as of the Effective Date and, unless terminated subject to Section 7(a), remain in effect until ninety (90) days following publication of the final Deliverable due under the Order Form (the “**Term**”).
- b. **Termination.** Either party may terminate this Agreement upon written notice for a material breach of the other party that remains uncured for ten (10) days following the breaching party’s receipt of written notice. Dashlane may terminate this Agreement for any or no reason upon thirty (30) days written notice to Creator, or as set forth in Section 6(b)(iii).
- c. **Effect of Termination.** Upon the expiration or termination of this Agreement: (a) except as otherwise set forth in Section 3, all licenses granted hereunder will expire, (b) Dashlane will pay all Fees properly incurred prior to the effective date of such expiration or termination, and (c) the following provisions will survive: Sections 5, 7(c), and 8 through 11.

8. REPRESENTATIONS AND WARRANTIES

- a. **By Dashlane.** Dashlane represents and warrants that: (a) it has all rights necessary to enter into and to perform its obligations under this Agreement; and (b) the Dashlane Marks and the Creator’s use of them in connection with Deliverables will not violate or infringe the trademark rights of any third party.
- b. **By Creator.** Creator represents and warrants that: (a) Creator has all rights necessary to enter into and to perform its obligations under this Agreement and that there are no Releases that Dashlane is required to obtain in connection with the display of Deliverables or to derive the intended benefits of this Agreement; and (b) Creator’s activities under this Agreement will: (i) comply with all applicable laws, rules, and regulations and the terms of service and other applicable policies of any social media platform used by or on behalf of Creator hereunder; (ii) not violate, misappropriate or infringe the rights (including intellectual property rights) of any third party; and (iii) not give rise to any cause of action for libel, slander, defamation, or other similar claim.

9. INDEMNIFICATION.

Each party will indemnify, defend and hold harmless the other party (and each of its affiliates, and all of its and their respective officers, members, shareholders, directors, employees, representatives and agents) from and against any losses, liabilities, claims, costs, damages and expenses (including reasonable attorney’s fees) related to any third-party claim to the extent arising out of:



(a) the indemnifying party's grossly negligent or intentional acts or omissions; (b) the indemnifying party's breach of its representations or warranties; and, (c) with respect to Creator as the indemnifying party, Creator's actual or alleged breach of Section 6.

10. LIMITATION OF LIABILITY.

EXCEPT WITH RESPECT TO A PARTY'S INDEMNIFICATION OBLIGATIONS, (A) NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF THIS AGREEMENT, NO MATTER HOW CHARACTERIZED AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (B) NEITHER PARTY'S LIABILITY HEREUNDER WILL EXCEED THE AMOUNTS PAID AND PAYABLE TO CREATOR BY DASHLANE UNDER THE ORDER FORM.

11. MISCELLANEOUS.

This Agreement is the parties' entire understanding regarding its subject matter and supersedes all previous oral or written agreements with respect to the same. Changes to this Agreement will only be effective if in writing and signed by both parties. Creator may not assign or transfer its rights or obligations under this Agreement without Dashlane's written consent. Any legal notice related to this Agreement or the Services will be in writing and delivered personally or via registered courier requiring signature upon receipt to the applicable party at the address set forth in the Order Form. Notices will be effective when received or refused. Operational communications (including changing a party's notice address) may be made via email. A party's failure to enforce its rights under this Agreement at any time will not be construed as a waiver of any such, other, or subsequent rights. Any provision of this Agreement found to be unenforceable will be deemed modified as required to preserve its original intent to the greatest extent possible, and the other provisions will remain in full force and effect. This Agreement, including its formation, will be governed by and construed in accordance with the laws of the State of New York, without regard to its conflicts of laws provisions that would require a different result. Any legal action between the parties arising out of this Agreement will be brought in a state or federal court located in New York County, New York, and the parties irrevocably submit to such venue and jurisdiction.