 Getty Images’ Royalty-Free Image and Video License Agreement

THIS IS A LEGAL AGREEMENT (THE "AGREEMENT") BETWEEN LICENSEE, PURCHASER (IF ANY) AND AN AFFILIATE OF GETTY IMAGES, INC. THE AFFILIATE OF GETTY IMAGES IDENTIFIED IN SECTION 10.9 BELOW WILL BE THE PARTY ENTERING INTO THIS AGREEMENT ("GETTY IMAGES") WITH LICENSEE. THIS AGREEMENT APPLIES TO LICENSEES ISSUED VIA THE WEB AND VIA LOCAL SALES REPRESENTATIVES, AND IS APPLICABLE TO ONLINE, DIGITAL AND ANALOG (PHYSICAL) DELIVERY OF LICENSED MATERIAL. BY ORDERING A LICENSE, LICENSEE AND, IF APPLICABLE, PURCHASER, IS CONFIRMING THAT IT HAS CAPACITY TO FORM A CONTRACT UNDER ITS LOCAL LAWS.

Last updated: January 2014

1. Definitions. In this Agreement the following definitions apply:

1.1 "Invoice" means the computer-generated or pre-printed standard form invoice provided by Getty Images that shall include, without limitation, the Getty Images licensing company, the Licensed Material selected and the corresponding price for the license of such Licensed Material ("License Fee"). The Invoice shall be incorporated into this Agreement and all references to the Agreement shall include the Invoice.

1.2 "Licensed Material" means any still image, film or video footage, audio product, visual representation generated optically, electronically, digitally or by any other means, including any negatives, transparencies, film imprints, prints, original digital files, or any copies thereof, or any other product protected by copyright, trademark, patent or other intellectual property right, which is licensed to Licensee by Getty Images under the terms of this Agreement. Any reference in this Agreement to the Licensed Material shall be to each individual item within the Licensed Material and also to the Licensed Material as a whole.

1.3 "Licensee" means the entity purchasing a license hereunder or, if there is a separate Purchaser, the entity specifically designated as Licensee during the purchase process and set forth as such in the Invoice.

1.4 "Licensee Work" means an end product or service that has been created by or on behalf of Licensee using independent skill and effort and that incorporates a Reproduction of the Licensed Material as well as other material.

1.5 "Purchaser" means the entity purchasing the license hereunder on behalf of a third-party Licensee.

1.6 "Reproduction" and "Reproduce" mean any form of copying or publication of the whole or a part of any Licensed Material, via any medium and by whatever means, the distortion, alteration, cropping or manipulation of the whole or any part of the Licensed Material, and the creation of any derivative work from, or that incorporates, the Licensed Material.

1.7 "User" means any employee or subcontractor of Licensee who: (i) downloads, manipulates, edits, modifies or saves the digital file containing the Licensed Material; (ii) is otherwise directly involved in the creative process utilizing the Licensed Material; or (iii) incorporates the Licensed Material within any derivative work.

2. Grant of Rights. Subject to the terms of this Agreement:

2.1 Getty Images grants to Licensee a perpetual, non-exclusive, non-transferable, non-sublicensable, worldwide right to Reproduce the Licensed Material identified in the Invoice an unlimited number of times in any and all media for all purposes other than those uses prohibited under Section 3 of this Agreement.

2.2 Licensee may have the Licensed Material Reproduced by subcontractors of Licensee (including Purchaser) for preparation of the Licensee Work, provided that such subcontractors agree to abide by the provisions of this Agreement.

2.3 Licensee may store the Licensed Material in a digital library, network configuration or similar arrangement to allow the Licensed Material to be viewed by employees, partners and clients of Licensee, so long as there are no more than ten (10) Users. Licensee must purchase additional seat licenses if there are more than ten (10) Users before such additional use begins.


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3.3 Licensee may not falsely represent, expressly or impliedly, that Licensee is the original creator of a visual work that derives a substantial part of its artistic components from the Licensed Material, nor may it make the Licensed Material available in the form of fine art prints.

3.4 Licensed Material shall not be incorporated into a logo, corporate ID, trademark or service mark, without obtaining the prior written consent of Getty Images.

3.5 If any Licensed Material featuring a model or property is used in connection with a subject that would be unflattering or unduly controversial to a reasonable person, Licensee must accompany each such use with a statement that indicates that: (i) the Licensed Material is being used for illustrative purposes only; and (ii) any person depicted in the Licensed Material, if any, is a model.

3.6 Pornographic, defamatory or otherwise unlawful use of Licensed Material is strictly prohibited, whether directly or in context or juxtaposition with other material or subject matter. Licensee shall also comply with any applicable regulations and/or industry codes.

3.7 While efforts have been made to correctly caption the subject matter of, and to provide other information (including metadata) related to, the Licensed Material, Getty Images does not warrant the accuracy of such information.

3.8 Where Purchaser is licensing Licensed Material on behalf of a Licensee, Purchaser hereby represents and warrants that: (i) Purchaser is authorized to act as an agent on behalf of Licensee and has full power and authority to bind Licensee to this Agreement; and (ii) if Licensee subsequently
6. Indemnification.

6.1 Provided Licensed Material is only used in accordance with this Agreement and Licensee is not otherwise in breach of this Agreement and as Licensee’s sole and exclusive remedy for any breach of the representations and warranties set forth in Section 5.1(ii)-(iv) above, Getty Images shall, subject to the terms of Section 5.2 above and Section 6.3 below, defend, indemnify and hold harmless Licensee and its parent, subsidiaries and commonly owned or controlled affiliates and their respective officers, directors and employees from all damages, liabilities and expenses (including reasonable outside attorney fees), arising out of or as a result of claims by third parties (“Claims”) relating to any actual or alleged breach by Getty Images of its warranties set forth in Section 5.1(i)-(iv) above. Getty Images shall have no obligation under this Section 6.1 for any Claims that arise out of or are a result of: (i) Licensee’s modification, overlay or re-focusing of the Licensed Material, where the Claim would not have arisen but for the modification, overlay or re-focusing made by Licensee; (ii) the context in which Licensed Material is used in a Licensee Work; where the Claim would not have arisen but for such context; (iii) Licensee’s failure to comply with the terms of this Agreement; or (iv) Licensee’s continued use of Licensed Material following notice from Getty Images, or upon Licensee’s knowledge, that Licensed Material is subject to a claim of infringement of another’s right. The foregoing states Getty Images’ entire indemnification obligation under this Agreement.

6.2 Licensee shall, subject to the terms of Section 6.3 below, defend, indemnify and hold harmless Getty Images and its parent, subsidiaries, commonly owned or controlled affiliates, content providers and their respective officers, directors and employees from all damages, liabilities and expenses (including reasonable outside attorney fees), arising out of or as a result of claims by third parties relating to Licensee’s use of any Licensed Material outside the scope of this Agreement or any other actual or alleged breach by Licensee of this Agreement.

6.3 The party seeking indemnification pursuant to this Section 6 shall promptly notify the other party of such claim. At indemnifying party’s option,
indemnifying party may assume the handling, settlement or defense of any claim or litigation, in which event indemnified party shall cooperate in the defense of any such claim or litigation as may be reasonably requested by indemnifying party. Indemnified party shall have the right to participate in such litigation, at its expense, through counsel selected by indemnified party. Indemnifying party will not be liable for legal fees and other costs incurred prior to the other party giving notice of the claim for which indemnity is sought.

7. Condition of Licensed Material. Licensee shall examine all Licensed Material for possible defects (whether digital or otherwise) before sending any Licensed Material for Reproduction. Without prejudice to Section 5.1(ii) above, Getty Images shall not be liable for any loss or damage suffered by Licensee or any third party, whether directly or indirectly, arising from any alleged or actual defect in any Licensed Material or its caption or in any way from its Reproduction.

8. Electronic Invoicing; Interest on Overdue Invoices. Licensee and Purchaser agree to receive invoices from Getty Images electronically via the email address associated with Licensee's and/or Purchaser's Getty Images account. If Licensee fails to pay the Invoice in full within the time specified in the Invoice, Getty Images may add a service charge of one-and-one-half percent (1.5%) per month, or such lesser amount as is allowed by law, on any unpaid balance until payment is received.

9. Unauthorized Use and Termination. Any use of Licensed Material in a manner not expressly authorized by this Agreement (including, without limitation, use of Licensed Material by more than ten (10) Users without purchase of additional seat licenses) constitutes copyright infringement, entitling Getty Images to exercise all rights and remedies available to it under copyright laws around the world. Licensee shall be responsible for any damages resulting from any such copyright infringement, including any claims by a third party. In addition and without prejudice to Getty Images' other remedies under this Agreement, Getty Images reserves the right to charge and Licensee agrees to pay a fee equal to up to five (5) times Getty Images' standard license fee for the unauthorized use of the Licensed Material. Getty Images reserves the right to terminate this Agreement in the event Licensee: (i) enters the Agreement after having received notice of unauthorized use from Getty Images relating to the Licensed Material; (ii) fails to pay the License Fee in full within the time specified in the Invoice; or (iii) otherwise breaches the terms of this Agreement. Upon termination, Licensee must immediately (I) stop using the Licensed Material; and (II) destroy or, upon the request of Getty Images, return to Getty Images the Licensed Material and, in the case of termination by Getty Images for cause, the Licensee Work in the possession or control of Licensee.

10. Miscellaneous Terms.

10.1 Audit/Certificate of Compliance. Upon reasonable notice, Licensee shall provide sample copies of Reproductions containing Licensed Material to Getty Images, including by providing Getty Images with free of charge access to any pay-walled or otherwise restricted access website or platform where the Licensed Material is Reproduced. In addition, upon reasonable notice, Getty Images may, at its discretion, either through its own employees or through a third party, audit Licensee's records directly related to this Agreement and use of Licensed Material in order to verify compliance with the terms of this Agreement. If any such audit reveals an underpayment by Licensee to Getty Images of five percent (5%) or more of the amount Licensee should have paid for the time period that is the subject of the audit, in addition to paying Getty Images the amount of such underpayment, Licensee shall also reimburse Getty Images for the costs of conducting such audit. Where Getty Images reasonably believes that Licensed Material is being used by more than the authorized number of Users, or that Licensed Material is being used outside of the scope of the license granted under this Agreement, Licensee shall, at Getty Images' request, provide a certificate of compliance signed by an officer of Licensee, in a form to be approved by Getty Images.

10.2 Electronic Storage. For all Licensed Material that is delivered to Licensee in electronic form, Licensee must retain the copyright symbol, the name of Getty Images, the Licensed Material's identification number and any other information as may be embedded in the electronic file containing the original Licensed Material. Licensee shall maintain a robust firewall to safeguard against unauthorized third-party access to the Licensed Material.

10.3 Withdrawal. Upon notice from Getty Images, or upon Licensee's knowledge that any Licensed Material may be subject to a claim of infringement of another's right for which Getty Images may be liable, Getty Images may require Licensee to immediately and at its own expense (I) stop using the Licensed Material; (ii) delete or remove the Licensed Material from its premises, computer systems and storage (electronic or physical); and (iii) ensure that its clients do likewise. Getty Images shall provide Licensee with comparable Licensed Material (which comparability will be determined by Getty Images in its reasonable commercial judgment) free of charge, but subject to the other terms and conditions of this Agreement.

10.4 Governing Law/Arbitration. This Agreement will be governed in all respects by the laws of the State of New York, U.S.A., without reference to its laws relating to conflicts of law. Any disputes arising from or related to this Agreement or its enforceability, or the business relationship between the parties, shall be finally settled by binding, confidential arbitration by a single arbitrator selected using the rules and procedures for arbitrator selection under the Commercial Rules of the American Arbitration Association ("AAA") or of the International Centre for Dispute Resolution ("ICDR") in effect on the date of the commencement of arbitration (the applicable rules to be at Licensee's discretion) to be held in one of the following jurisdictions (whichever is closest to Licensee): Seattle, Washington; New York, New York; Los Angeles, California; London, England; Paris, France; Frankfurt, Germany; Tokyo, Japan; or Singapore. The arbitration proceedings shall be conducted in English and all documentation shall be presented and filed in English. The decision of the arbitrator shall be final and binding on the parties, and judgment may be entered on the arbitration award and enforced by any court of competent jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does not govern this Agreement. The prevailing party shall be entitled to recover its reasonable legal costs relating to that aspect of their claim or defense on which it prevails, and any opposing costs awards shall be offset. Notwithstanding the foregoing, Getty Images shall have the right to commence and prosecute any legal or equitable action or proceeding before any court of competent jurisdiction to obtain injunctive or other relief against Licensee in the event that, in the opinion of Getty Images, such action is necessary or desirable. The parties agree that, notwithstanding any otherwise applicable statute(s) of limitation, any arbitration proceeding shall be commenced within two years of the acts, events, or occurrences giving rise to the claim.

10.5 Severability. If one or more of the provisions contained in the Agreement is found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not be affected. Such provisions shall be revised only to the extent necessary to make them enforceable.

10.6 Waiver. No action of either party, other than express written waiver, may be construed as a waiver of any provision of this Agreement. A delay on the part of either party in the exercise of its rights or remedies will not operate as a waiver of such rights or remedies, and a single or partial exercise by either party of any such rights or remedies will not preclude other or further exercise of that right or remedy. A waiver of a right or
remedy on any one occasion will not be construed as a bar to or waiver of rights or remedies on any other occasion.

10.7 Entire Agreement. This Agreement is intended for business customers of Getty Images and contains all the terms of the license agreement. No terms or conditions may be added or deleted unless made in writing and either accepted in writing by an authorized representative of both parties or issued electronically by Getty Images and accepted in writing by an authorized representative of Licensee. In the event of any inconsistency between the terms contained herein and the terms contained on any purchase order or other communication sent by Licensee, the terms of this Agreement shall govern.

10.8 Taxes. All License Fees are exclusive of any applicable sales, use, withholding or other transactional taxes, which are the sole responsibility of Licensee or Purchaser (if any).

10.9 Getty Images Licensing Company. The licensing entity under this Agreement shall be determined by the billing address of the Licensee or, if any, Purchaser, as follows:

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<th>LICENSEE/PURCHASER LOCATION</th>
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