

ISTOCK CONTENT LICENSE AGREEMENT

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You may use content in any way that is not restricted (see Restricted Uses below). Subject to those restrictions and the rest of the terms of this agreement, the rights granted to you by iStock are:

- **Perpetual**, meaning there is no expiration or end date on your rights to use the content. The only exception to perpetual rights is for content downloaded on a subscription and not used within 30 days after the end of your subscription. Please see [Section 8](#) for more information.

- **Non-exclusive**, meaning that you do not have exclusive rights to use the content. iStock can license the same content to other customers.
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Please make sure you read the Restricted Uses section below for exceptions.

3. Restricted Uses.

- a. **No Unlawful Use.** You may not use content in a pornographic, defamatory or other unlawful manner.
- b. **No Commercial Use of "Editorial Use Only" Content.** You may not use content marked "editorial use only" for any commercial, promotional, advertorial, endorsement, advertising or merchandising purpose. This type of content is not model or property released and is intended to be used only in connection with events that are newsworthy or of general interest (for example, in a blog, textbook, newspaper or magazine article).
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- i. **No Electronic Templates.** Unless you purchase an extended license, you may not use content in electronic or digital templates intended for resale or other distribution (for example, website

templates, business card templates, electronic greeting card templates, brochure design templates).

Restriction	Products for resale/ Electronic templates
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Extended License	<p>Up to 100,000 postcards, greeting cards or other cards, stationery, stickers and paper products;</p> <p>Up to 10,000 posters, calendars or other similar publications, mugs or mousepads; or</p> <p>Up to 2,000 t-shirts, sweatshirts, or other apparel, games, toys, entertainment goods like CDs or DVDs, framed or mounted artwork.</p> <p>Unlimited for electronic products such as mobile applications and electronic templates.</p>

j. **Limited print run.** Unless you purchase an extended license, you may not reproduce the content more than 500,000 times in physical print form. This restriction does not apply to electronic reproduction.

Restriction	Print run
Standard License	500,000
Extended License	Unlimited

4. Who, besides me, can use the licensed content?

The rights granted to you are **non-transferable** and **non-sublicensable**, meaning that you cannot transfer or sublicense them to anyone else. There are two exceptions:

- **Employer or client.** If you are purchasing on behalf of your employer or client, then your employer or client can use the content. In that case, you represent and warrant that you have full legal authority to bind your employer or client to the terms of this agreement. If you do not have that authority, then your employer or client may not use the content.
- **Subcontractors.** You may allow subcontractors (for example, your printer or mailing house) or distributors to use content in any production or distribution process related to your final project or end use. These subcontractors and distributors may not use the content for any other purpose.

Please note that seat/user restrictions apply. You may only use the content with appropriate amount of users, as explained in Section 5 below.

5. Are there any seat/user license restrictions?

Yes. The standard license or subscription is for a single user. The seat/user restrictions refer to the raw file of content, not the end project or use.

If you licensed the content with credits, this means that you may share content within your organization but the content may only be available to one person at any one time. Unless you purchase an extended license, you may not store the content on a server (giving more than one person simultaneous access to the content).

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If you need more than a single user to access the content:

- If you licensed the content with credits, you must purchase a multi-seat extended license with credits
- If you licensed the content with a subscription, please contact iStock to discuss TeamShare, our multi-user subscription. If you

purchase a multi-user subscription, iStock will provide you with the number of user accounts specified on your invoice.

	Number of Permitted Users
Standard License - credits	1 user at a time.
Extended License - credits	Unlimited users within an organization. Can save content on organization servers.
Standard License - subscription	1 user can access, download and use content
TeamShare - subscription	More than 1 user to access, download or use content - contact iStock for details

6. User Accounts.

You will be responsible for tracking all activity for each user account, and you agree to: (1) maintain the security of all passwords and usernames; (2) notify iStock immediately of any unauthorized use or other breach of security; and (3) accept all responsibility for activity that occurs under each user account. iStock reserves the right to monitor downloads and user activity to ensure compliance with the terms of this agreement. If iStock determines that you are in breach of this or any other term of this agreement, it may suspend access to your account and seek further legal remedies.

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- **Credit Pack Refunds** - **Refunds for credit pack purchases can be made within 14 days of your invoice date, provided that you have not used any credits from the pack.**
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	Standard License	Extended License
Legal Guarantee Amount	\$10,000 per item of content	\$250,000 per item of content

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b. **Audit/Certificate of Compliance.** Upon reasonable notice, you agree to provide to iStock sample copies of projects or end uses that contain licensed content, including by providing iStock with free of charge access to any pay-walled or otherwise restricted access website or platform where content is reproduced. In addition, upon reasonable notice, iStock may, at its discretion, either through its own employees or through a third party, audit your records directly related to this agreement and your use of licensed content in order to verify compliance with the terms of this agreement. If any audit reveals an underpayment by you to iStock of five percent (5%) or more of the amount you should have paid, then in addition to paying iStock the amount of the underpayment, you also agree to reimburse iStock for the costs of conducting the audit. Where iStock reasonably believes that content is being used outside of the scope of the license granted under this agreement, you agree, at iStock's request, to provide a

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- d. **Governing Law/Arbitration.** This agreement will be governed 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 shall be finally settled by binding, confidential arbitration by a single arbitrator selected using the rules and procedures for arbitrator selection under the JAMS' Expedited Procedures in its Comprehensive Arbitration Rules and Procedures ("JAMS") if you are in North America, or of the International Centre for Dispute Resolution ("ICDR") or JAMS if you are outside of North America (the applicable rules to be at your discretion), in effect on the date of the commencement of arbitration to be held in one of the following jurisdictions (whichever is closest to you): New York, New York; London, England; Paris, France; Munich, Germany; Madrid, Spain; Milan, Italy; Sydney, Australia; 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 its claim or defense on which it prevails, and any opposing costs awards shall be offset. Notwithstanding the foregoing, iStock 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 you in the event that, in the opinion of iStock, such action is necessary or desirable to protect its intellectual property rights. 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.

- e. **Severability.** If one or more of the provisions in this agreement is found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions should not be affected. Such provisions should be revised only to the extent necessary to make them enforceable.
- f. **Waiver.** No action of either party, other than express written waiver, may be construed as a waiver of any provision of this agreement.
- g. **Entire Agreement.** No terms of conditions of this agreement may be added or deleted unless made in writing and accepted in writing by both parties, or issued electronically by iStock and accepted in writing by you. In the event of any inconsistency between the terms of this agreement and the terms contained on any purchase order sent by you, the terms of this agreement will apply.
- h. **Notice.** All notices required to be sent to iStock under this agreement should be sent via email to legalnotice@istock.com. All notices to you will be sent via email to the email set out in your account.
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- j. **Interest on Overdue Invoices.** If you fail to pay an invoice in full within the time specified, iStock may add a service charge of 1.5% per month, or such lesser amount as is allowed by law, on any unpaid balance until payment is received.
- k. **Fees and Renewal.** If your subscription is set to AUTOMATICALLY RENEW, you authorize iStock to charge the applicable subscription fees at the then applicable rate and taxes for the subscription to your credit card on file at the expiration of the term. You may change your auto-renewal preferences in your iStock account. Your subscription may only be cancelled as set out in Section 8(b). iStock may deactivate your subscription

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