

Thinkstock Extended Subscription Agreement

Last updated: June 2017

THIS IS A LEGAL AGREEMENT (THE "AGREEMENT") BETWEEN LICENSEE, PURCHASER (IF ANY) AND A SUBSIDIARY OF GETTY IMAGES, INC., AS IDENTIFIED IN SECTION 12.9 BELOW ("THINKSTOCK"). THIS AGREEMENT APPLIES TO LICENSES 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.

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

1.1 "Invoice" means the computer-generated or pre-printed standard form invoice provided by Thinkstock that shall include, without limitation, the Thinkstock 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 or 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 Thinkstock 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, service, campaign or publication 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 Thinkstock grants to Licensee a non-exclusive, non-transferable, non-sublicensable, worldwide right to access the Thinkstock subscription and Reproduce the Licensed Material made available to Licensee through the subscription an unlimited number of times during the term of the Thinkstock subscription purchased as identified in the Invoice ("Term") in any and all media for all purposes other than those uses prohibited under Section 3 of this Agreement.

2.2 LICENSEE IS GRANTED A ONE (1) PERSON SEAT LICENSE FOR USE OF THE LICENSED MATERIAL FOR EACH USER SEAT PURCHASED. THIS IS NOT A SIMULTANEOUS USE LICENSE. ONLY ONE (1) USER MAY ACCESS THE THINKSTOCK SUBSCRIPTION OR USE LICENSED MATERIAL, AS APPLICABLE. EACH USER SHALL BE REQUIRED TO HAVE A SEAT LICENSE. SEAT LICENSES SHALL BE REQUIRED FOR ANY ADDITIONAL "USER(S)". A User may not download Licensed Material and share such Licensed Material with a non-User or act as a designated downloader who shares Licensed Material with non-Users. Licensee must purchase additional seat licenses if there is more than one (1) User before such additional use begins.

2.3 Following expiration of the Term, Licensee may continue to use any Licensed Material incorporated into a Licensee Work during the Term in the same or different Licensee Work in accordance with the terms of this Agreement. If the individual entering into this Agreement is an agent entering into this Agreement, accessing the subscription and using the Licensed Material on behalf of a single client, this continued use may be exercised by the client and such individual solely to the extent the individual who entered into this Agreement is doing work authorized by and on behalf of that client.

2.4 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.

2.5 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 is no more than one (1) User.

3. Restrictions.

3.1 Licensee may not share or disclose any password to any other user or third party other than as specifically provided for herein and Licensee agrees to hold all passwords for any subscription in the strictest of confidence. If Licensee breaches any provision of this section, Thinkstock shall be entitled to (i) terminate this Agreement immediately, (ii) retain all payments paid pursuant to this Agreement and, (iii) seek any legal or equitable remedies.

3.2 Licensee may not download more than the permitted number of downloads of Licensed Material authorized under the subscription plan purchased by Licensee. Licensee shall not stockpile, download, or otherwise store Licensed Material not used during the Term for future use. Thinkstock may (a) monitor, as frequently as Thinkstock determines, anything Licensee downloads from the Thinkstock Web site, (b) track any abuse of Licensee's username(s) and password(s), (c) suspend or terminate Licensee's Thinkstock subscription, without notice, if Thinkstock believes there is a violation of this Agreement and/or any abuse or sharing of Licensee's username and password.

3.3 Licensee may not: (i) make the Licensed Material available (separate from the Licensee Work) in any medium accessible by persons other than authorized Users; or (ii) make the Licensee Material available in a manner intended to allow or invite a third party to download, extract, redistribute or access the Licensed Material as a standalone file.

3.4 Licensee may not, without obtaining the prior written consent of Thinkstock and the payment of additional License Fees: (i) use the Licensed Material from the Hemera or iStock collections in any posters (printed on paper, canvas or any other media) or other items for resale, license or other distribution for profit – this restriction 3.4(i) only applies to the Licensed Material from the Hemera and iStock collections; (ii) include the Licensed Material in an electronic template intended to be Reproduced by third parties on electronic or printed products; (iii) use or display the Licensed Material on websites or in any other medium designed to induce or involving the sale, license or other distribution of "on demand" products, including, without limitation, postcards, mugs, t-shirts, calendars, posters, screensavers or wallpapers on mobile telephones, or similar items; (iv) sub-license, re-sell, rent, lend, assign, gift or otherwise transfer or distribute the Licensed Material or the rights granted under this Agreement; (v) Reproduce a single item of Licensed Material from the Hemera or iStock collections, or an element of such Licensed Material, in excess of 500,000 times in physical (i.e. hard-copy) prints – this restriction 3.4(v) only applies to Licensed Material from the Hemera and iStock collections; (vi) use or display the Licensed Material in an electronic format that enables it to be downloaded or distributed via mobile devices or shared in any peer-to-peer or similar file sharing arrangement.

3.5 To the extent that source code is contained within the Licensed Material, Licensee may not reverse engineer, decompile, or disassemble any part of such source code.

3.6 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.

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

3.8 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.

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

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

3.11 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 disputes such power or authority, Purchaser shall be bound and liable for any failure of Licensee to comply with the terms of this Agreement. Nothing in this Section 3.11 shall serve to excuse Purchaser's obligation to make payment to Thinkstock of the License Fee.

3.12 If the Licensed Material is Reproduced on a website, Licensee shall post terms and conditions on the website that include restrictions on downloading the Licensed Material for other than personal use, and prohibit republication, retransmission, reproduction or other use of the Licensed Material.

3.13 If the Licensed Material is Reproduced on a social media platform or other third party website, (i) the rights granted herein shall automatically be revoked in the event that the platform or website seeks to exploit purported rights to the Licensed Material contrary to the terms of this Agreement, and (ii) in such event, upon Getty Images' request, Licensee shall remove any Licensed Material from such platform or website.

3.14 Licensed Material identified as “Editorial use only”, may not be used for any commercial, promotional, endorsement, advertising or merchandising use. For clarification, in this Agreement “Editorial use only” of Content means use relating to events that are newsworthy or of general interest.

4. User Accounts.

Thinkstock will provide Licensee with a number of User accounts as specified in the Invoice, to access Licensed Material on the Thinkstock website. Licensee will be responsible for tracking all activity for each User account and shall, furthermore: (a) maintain the security of all passwords and identifications issued in connection with each User account; (b) notify Thinkstock immediately of any unauthorized use of any User account or other breach of security; (c) accept all responsibility for any and all activities that occur under each User account; and (d) accept all risks of unauthorized access to the User accounts by individuals acting or purportedly acting on Licensee’s behalf.

5. Credit and Intellectual Property.

5.1 Copyright. No ownership or copyright in any Licensed Material shall pass to Licensee by the issuance of the license contained in this Agreement. Except as expressly stated in this Agreement, Thinkstock grants Licensee no right or license, express or implied, to the Licensed Material.

5.2 Trademarks. In connection with the use of "Thinkstock" or any other of Thinkstock’s or its partners’ trade names, trademarks, logos or service marks, including the names of all Licensed Material collections ("Marks"), Licensee acknowledges and agrees that (i) such Marks are and shall remain the sole property of Thinkstock or its partners; (ii) except as expressly required in order to satisfy credit obligations under this Agreement, nothing shall confer upon Licensee any right of use in or to the Marks; and (iii) Licensee shall not now or in the future contest the validity of Thinkstock’s Marks.

5.3 Photo Credit. All Licensed Material used in an editorial context, must include the following credit line adjacent to the Licensed Material: "*[Photographer's Name]/[Collection Name]/Thinkstock*" or as otherwise shown on the Thinkstock website. If Licensee omits the credit, an additional fee in an amount up to one hundred percent (100%) of the License Fee may be payable by Licensee, at Thinkstock’s sole discretion. The foregoing fee shall be in addition to any other rights or remedies that Thinkstock may have at law or in equity.

5.4 Audio/Visual Production Credit. If Licensed Material is used in an audio/visual production in either an editorial context or a non-editorial context but where credits are accorded to other providers of licensed material, credit shall be accorded, where technically feasible, in equal size and comparable placement to such other credit(s), substantially in the form "*[Imagery] supplied by [Collection Name]/Thinkstock*".

5.5 Notice of Violations. Licensee will immediately notify Thinkstock if it becomes aware or suspects that any third party that has gained access to the Licensed Material through Licensee is wrongfully using the Licensed Material, in whole or in part, or is violating any of Thinkstock's intellectual property rights, including, but not limited to, Marks and copyrights.

5.6 No Removal of Notices. Licensee shall not remove any notice of copyright, trade-mark or other proprietary right from any place where it is on or embedded in the Licensed Material;

6. Warranty and Limitation of Liability.

6.1 Thinkstock warrants that: (i) the Licensed Material will be free from defects in material and workmanship for thirty (30) days from delivery (Licensee's sole and exclusive remedy for a breach of this warranty being the replacement of the Licensed Material); (ii) it has all necessary rights and authority to enter into and perform this Agreement; (iii) Licensee's use of the Licensed Material in accordance with this Agreement and in the form delivered by Thinkstock (i.e., excluding any modifications, Licensee overlays or re-focusing by Licensee), will not infringe on: (A) any copyright or moral right; or (B) except in respect of Licensed Material identified as "Editorial use only," trademark or other intellectual property right and will not violate any right of privacy or right of publicity; and (iv) except in respect of Licensed Material identified as "Editorial use only," all necessary model and/or property releases for use of the Licensed Material authorized under this Agreement have been obtained. Licensee shall be responsible for payment of any amounts that may be due, and compliance with any other terms of, any applicable collective bargaining agreement(s) such as Screen Actors Guild in the US as a result of its use of the License Material. Licensee acknowledges that no releases are obtained for Licensed Material that is identified as "Editorial use only" and that some jurisdictions provide legal protection against a person's image, likeness or property being used for commercial purposes when they have not provided a release. For Licensed Material identified as "Editorial use only", Thinkstock does not grant any right nor make any warranty with regard to the use of names, people, trademarks, trade dress, logos, registered, designs or works of art or architecture depicted therein. In such cases, you shall be solely responsible for determining whether release(s) is/are required in connection with any proposed use of the Licensed Material identified as "Editorial use only", and shall be responsible for obtaining such release(s) or for failure to obtain any necessary release(s).

6.2 THINKSTOCK DOES NOT MAKE ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE LICENSED MATERIAL OR ITS DELIVERY SYSTEMS, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THINKSTOCK SHALL NOT BE LIABLE TO LICENSEE OR ANY OTHER PERSON OR ENTITY FOR ANY PUNITIVE, SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR OTHER SIMILAR DAMAGES, COSTS OR LOSSES ARISING OUT OF THIS AGREEMENT, EVEN IF THINKSTOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, COSTS OR LOSSES. NO ACTION, REGARDLESS OF FORM OR NATURE, ARISING OUT OF THIS AGREEMENT MAY BE

BROUGHT BY OR ON BEHALF OF LICENSEE OR PURCHASER MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION FIRST AROSE. SOME JURISDICTIONS DO NOT PERMIT THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES OR LIABILITY FOR CERTAIN CATEGORIES OF DAMAGES. WITHOUT LIMITING ANY OTHER TERM HEREIN, THINKSTOCK SHALL NOT BE LIABLE FOR ANY DAMAGES, COSTS OR LOSSES ARISING AS A RESULT OF MODIFICATIONS MADE TO THE LICENSED MATERIAL BY LICENSEE OR THE CONTEXT IN WHICH LICENSED MATERIAL IS USED IN A LICENSEE WORK.

6.3 All websites of Thinkstock and its divisions and subsidiary companies as well as editorial feed(s) and similar electronically-delivered Thinkstock products will be provided by Thinkstock on an “as is” and “as available” basis. Licensee acknowledges that websites and products may be subject to temporary shutdowns from time to time for maintenance or due to causes beyond reasonable control and that Thinkstock shall not have any liability to Licensee by reason of such shutdowns. Under no circumstances shall Thinkstock or any party involved in creating, producing, or distributing such websites or products be liable for any damages whatsoever resulting from Licensee’s use or inability to use the same, including, but not limited to, the results from mistakes, omissions, interruptions, deletion of files or electronic mail, errors, defects, viruses, delays in operation or transmission, or any failure of performance, whether or not resulting from acts of god, communications failure, theft, destruction, or unauthorized access thereto.

7. Indemnification.

7.1 Licensee shall defend, indemnify and hold harmless Thinkstock 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 attorneys' 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.

7.2 Provided Licensed Material is only used in accordance with this Agreement and Licensee is not otherwise in breach of this Agreement or any payment obligations to Thinkstock, and as Licensee's sole and exclusive remedy for any breach of the representations and warranties set forth in Section 6.1(ii)-(iv) above Thinkstock shall, subject to the terms of Section 6.2 above, defend, indemnify and hold harmless Licensee and its parent, subsidiaries and commonly owned or controlled affiliates and their respective officers, directors and employees from damages, liabilities and expenses (including reasonable outside attorney's fees), arising out of or connected with any actual lawsuit or legal proceeding alleging that Thinkstock is in breach of its warranties set forth in Section 6.1(ii)-(iv) above. The total maximum aggregate liability of Thinkstock under this Agreement and any other agreement with Thinkstock pursuant to which you have licensed the same content, regardless of the file size, or the use or exploitation of any or all of the content in any manner whatsoever and the obligation of Thinkstock under this Section shall be limited to an aggregate of two hundred fifty thousand US dollars (\$250,000) per item of Licensed Material. For greater clarity, Thinkstock’s liability to you in respect

of the content shall not exceed two hundred fifty thousand US dollars (\$250,000) per item of Licensed Material regardless of the number of times that you license the same content from Thinkstock. The foregoing states Thinkstock's entire indemnification obligation under this Agreement.

8. Condition of Licensed Material. Licensee should examine all Licensed Material for possible defects (whether digital or otherwise) before sending any Licensed Material for Reproduction. Without prejudice to Section 6.1(i) above, Thinkstock 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.

9. Fees and Renewal. If Licensee's subscription is set to **AUTOMATICALLY RENEW**, Licensee authorizes Thinkstock to charge the applicable subscription fees and taxes for the subscription to Licensee's credit card on file at the expiration of the then current term. Licensee agrees to pay all fees and associated taxes incurred in connection with the Licensee's subscription account at the rate applicable when the fees and taxes were incurred. Licensee may change its auto-renewal preferences by signing in to its account on the Thinkstock website at www.thinkstockphotos.com, and adjusting auto-renew preferences through the **Account – Current Plans – Subscriptions – Auto-Renewal** link. A subscription may only be cancelled as specified in Section 12, and all subscription fees and charges are nonrefundable except as in Section 12. Thinkstock may deactivate Licensee's account without prior notice if Thinkstock is unable to process payment through the credit card provided by the Licensee.

IF LICENSEE'S SUBSCRIPTION IS SET TO AUTO RENEW, LICENSEE UNDERSTANDS ITS SUBSCRIPTION WILL AUTOMATICALLY CONTINUE AND LICENSEE AUTHORIZES THINKSTOCK (WITHOUT NOTICE TO LICENSEE, UNLESS REQUIRED BY APPLICABLE LAW) TO COLLECT THE THEN-APPLICABLE SUBSCRIPTION FEE AND ANY TAXES, USING THE CREDIT CARD THINKSTOCK HAS ON RECORD FOR LICENSEE. THE SUBSCRIPTION WILL CONTINUE UNLESS AND UNTIL THE SUBSCRIPTION TERMINATES, LICENSEE TERMINATES AUTO-RENEWAL AND/OR CANCELS ITS SUBSCRIPTION IN ACCORDANCE WITH SECTION 12.

10. Interest on Overdue Invoices. If Licensee fails to pay the Invoice in full within the time specified in the Invoice, Thinkstock 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.

11. Unauthorized Use and Termination. Any use of Licensed Material in a manner not expressly authorized by this Agreement (including, without limitation, access to the Thinkstock subscription and use of Licensed Material by more than one (1) User without purchase of additional seat licenses) constitutes copyright infringement, entitling Thinkstock 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 Thinkstock's other

remedies under this Agreement, Thinkstock reserves the right to charge and Licensee agrees to pay a fee equal to greater of five (5) times Thinkstock's standard license or seat fee for the unauthorized use of the Licensed Material. Thinkstock may charge Licensee and Licensee agrees to pay the single-image list price for each Licensed Material on Thinkstock that Licensee obtains through unauthorized or abusive use of its Thinkstock subscription, including, without limitation, Licensed Material obtained through unauthorized sharing of usernames and passwords, unauthorized sharing of Licensed Material or failure to obtain the necessary number of seat licenses.. Thinkstock reserves the right to terminate this Agreement in the event Licensee: (i) enters the Agreement after having received notice of unauthorized use from Thinkstock 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 Thinkstock, return to Thinkstock the Licensed Material and, in the case of termination by Thinkstock for cause, the Licensee Work in the possession or control of Licensee.

12. License Cancellation. If Licensee requests in writing to cancel a subscription within 7 days of the date* of purchase and provided that Licensee has downloaded no more than five (5) items of Licensed Material and has made no use of any Licensed Material since the date of purchase, then Thinkstock shall cancel the applicable subscription and issue a 100% credit to Licensee's account or credit card. In the event of such cancellation, the Grant of Rights under Section 2 shall be revoked, and Licensee shall immediately delete and/or remove the Licensed Material from its premises, computer systems and storage (electronic or physical). Any use of Licensed Material acquired pursuant to a subscription that has been cancelled shall constitute unauthorized use and shall be subject to the terms set forth in Section 10. (*If Licensee subscribed to a one (1) year subscription or two (2) year subscription with monthly, quarterly, or annual billings, Licensee may cancel a subscription within seven (7) days from receiving the first invoice for Licensee's chosen subscription plan, provided that Licensee has not downloaded more than five (5) images and Licensee has not made use of downloaded images.)

13. Miscellaneous Terms.

13.1 Audit/Certificate of Compliance. Upon reasonable notice, Licensee shall provide sample copies of Reproductions containing Licensed Material to Thinkstock. In addition, upon reasonable notice, Thinkstock 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 Thinkstock 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 Thinkstock the amount of such underpayment, Licensee shall also reimburse Thinkstock for the costs of conducting such audit. Where Thinkstock 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 Thinkstock's request, provide a certificate of compliance signed by an officer of Licensee, in a form to be approved by Thinkstock.

13.2 Electronic Storage. For all Licensed Material that Licensee takes delivery of in electronic form, Licensee must retain the copyright symbol, the name of Thinkstock, 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.

13.3 Withdrawal. Thinkstock makes no representations or warranties that all Licensed Material and/or Licensed Material collections will be available for use during the Agreement Term. Thinkstock may discontinue licensing certain Licensed Material and/or Licensed Material collections in its sole discretion. Upon notice from Thinkstock, or upon Licensee's knowledge that any Licensed Material is subject to a threatened, potential or actual claim of infringement of another's right for which Thinkstock may be liable, Licensee must 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. Thinkstock shall provide Licensee with comparable Licensed Material (which comparability will be determined by Thinkstock in its reasonable commercial judgment) free of charge, but subject to the other terms and conditions of this Agreement.

13.4 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, Thinkstock 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 Thinkstock, 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.

13.5 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.

13.6 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.

13.7 Entire Agreement. This Agreement is intended for business customers of Thinkstock and contains all the terms of the license agreement. No terms or conditions may be added or deleted unless made in writing and either signed by an authorized representative of Thinkstock or issued electronically by Thinkstock and signed by its authorized representative. Notwithstanding the foregoing, Thinkstock reserves the right to change any of the terms of this Agreement at any time, and you agree to be bound by such changes. 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.

13.8 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).

13.9 Licensing Entity. The licensing entity under this agreement is determined based on your billing address in accordance with the chart found [here](#).

© 2017 Thinkstock. All rights reserved.