

**FOOTAGE FIRM INC.**  
**MEMBER LIBRARY PARTNER PROGRAM AGREEMENT: AUDIO**

This is the Member Library Partner Program Agreement for audio files (the “Agreement”). We are Storyblocks, formally known as Footage Firm, Inc., a Delaware corporation with offices at 1515 North Courthouse Road, Suite 1000, Arlington, Virginia, 22201 (“Footage Firm”). Capitalized terms used below but not defined will be as defined in [Schedule 1](#).

By accepting this agreement or by uploading audio Content to the Storyblocks online platform (the “Platform”), you represent that (1) you have read, understand, and agree to be bound by this Agreement, (2) you are of legal age to form a binding contract with Footage Firm, and (3) you have the authority to enter into this agreement personally or on behalf of the entity you have named as the contributor, and to bind that contributor to this Agreement. The terms “you”, “your” and “Licensor” refer to the individual or group, as applicable, identified as the contributor when you registered on the website. The terms “we”, “us”, “our”, “Storyblocks”, and “Licensee” refer to Footage Firm.

This Agreement (sometimes referred to as a “License”) applies solely to your upload of Content to the Platform; it does not apply to any other services or functionality offered by Footage Firm, including any content you may license from Footage Firm or another contributor. If you do not have a Footage Firm account already, you will need to register and create an account prior to uploading Content. You will need to have and maintain a current account with Footage Firm to submit your Content. You agree to provide accurate personal and business information prior to using the Platform and to update the information as necessary to keep it accurate. You agree to notify us immediately of any unauthorized use of your account.

***I. Licensing Your Content***

In general, this is an Agreement about the licensing of your Content for our Member Library. You are the exclusive owner of this Content (or have all the necessary rights to enter into this Agreement). In our Member Library, the Content that you upload will be available to Storyblocks “Members,” who consist of both standard subscribers to the Member Library, and those who pay for a separate Enterprise license or API license. Generally speaking, anyone with a Member Library license does not pay additional fees to download individual clips in the Member Library.

***A. What this License Covers.*** Subject to the exceptions set forth below, you hereby grant to us and our affiliates, agents, assigns, transferees and licensees: an exclusive, perpetual, worldwide, royalty free (subject to payment of the Revenue Share set forth in Schedule 2 below), right and license (with the right to sublicense) to market, distribute, modify, copy, display, make compilations, synchronize, publicly perform, sell or otherwise use the Content (and associated metadata), to provide to Members (and potential Members) for download through the Member Library.

As part of this exclusive right and license (subject to the exceptions set forth below), Licensor grants Licensee the sole and exclusive right as of the Effective Date (the date upon which you agree to these terms) to administer your audio Content on YouTube, Audible Magic, Facebook, Instagram and all other platforms that support or enforce copyright claims and user generated content monetization for the duration of this Agreement, including the exclusive right to monitor, control, and collect revenue from the placement of advertising alongside, before, after, or within videos containing your Content. For the avoidance of doubt, this means that you (and your agents, assignees, or licensees) are *not* allowed to register Content in YouTube Content ID, the services referenced above, and any similar online music copyright claim services, now known or hereafter devised. Only we have the right to do so.

The exceptions to the exclusive rights granted above are as set forth solely in subsections (i) and (ii) below:

(i) You can distribute the Content on personal/consumer listening platforms (e.g. Spotify, Shazam, Soundcloud, Apple Music, and similar services) as long such distribution does *not* conflict with this Agreement. For example, some platforms, like CD Baby Pro, offer YouTube Content ID and licensing services (“CID”), which will conflict with our exclusive CID administration rights that you have granted above. For the avoidance of doubt, this is just an example of a potential conflict with our CID administration rights and is not meant to describe all possible conflicts. You are responsible for determining if there is a conflict between the exclusive rights granted by you to us in this Agreement and any other contract or agreement you enter into.

(ii) You can engage in a direct licensing arrangement as long as it is *not* to a music library/music licensing platform that provides licenses *en masse* (like our Platform) and does *not* obtain the rights to register in CID. If your direct licensing arrangement contemplates licensing content directly to customers/clients, then those customers/clients may want assistance clearing CID claims. We agree to provide commercially reasonable assistance in clearing CID claims for up to 25 direct customers or clients per year, but only if it relates to a direct license from you to a customer/client and *not* to a music library/music licensing platform that provides licenses *en masse* (like our Platform).

***B. Timing and Termination of This License.*** Once your Content is uploaded to the Member Library, it will stay in the Member Library under the terms of this Agreement for a period of one (1) year from the date it is uploaded (the “Initial Term”) and will automatically continue to stay in the Member Library under the terms of this Agreement for additional one (1) year periods thereafter (each, a “Renewal Term” and collectively with the Initial Term, the “Term”), unless (i) you give us prior written notice of cancellation no less than thirty (30) days prior to the end of the then current Initial Term or then current Renewal Term or (ii) Footage Firm terminates this Agreement, which you acknowledge and agree we have the right to do at any time, for any reason, in our sole and absolute discretion. Once you give us notice of cancellation, or if we terminate this Agreement, each as described above, we will remove your Content from the Member Library within 30 days; provided, however, that the Content will remain in CID for a minimum of 90 days so that Members or API end users who already downloaded the Content prior to its removal have the ability to clear and use it. You acknowledge and agree that we may extend this 90-day period in our discretion if necessary. You will not be able to remove Content from the Member Library on your own. However, keep in mind that even if your Content is removed from the Member Library, Members who have already downloaded your Content will still be able to use it; furthermore, if a Member or API end user has already downloaded your Content prior to the removal date, we may allow that same Member or API end-user to download that same Content again for up to 12 months following the removal date. We may retain a copy of your Content for these purposes. In this paragraph, “download” includes analogous actions taken by API end users to integrate Content into their end-use projects. We can also choose to show only part of your Content, or to remove all or part of your Content, at any time for any reason.

***C. Restrictions on how our Members use your Content.*** Members’ use of the Content will generally be subject to the terms of our then-current end-user license agreement (“EULA”). A current version of the EULA may be found on our website at: <https://www.storyblocks.com/license>. We can change the EULA at any time or enter into custom agreements with Members, including Enterprise customers, at our discretion.

## ***II. How You Are Compensated***

***Revenue Share and Payment Terms.*** In exchange for you licensing us your Content, we will (a) set up a “Revenue Pool” and pay you a “Revenue Share” (i.e., a percentage of the Revenue Pool) based on the downloads of your

Content from our Members, and (b) pay you a “CID Payment”. The terms governing all of these payments and how they are calculated and paid out is described in Schedule 2, which is attached to this Agreement.

### ***III. Other Legal Terms***

***A. Intellectual Property Rights.*** You are licensing us your Content, but you still keep all your trademarks, copyrights, trade secrets, and other intellectual property rights in the Content. We will own all rights, title and interest in and to the trademarks, copyrights, trade secrets and other intellectual property rights relating to the Member Library, including its name, and the look and feel.

***B. Termination Obligations.*** This Agreement will begin on the Effective Date and will continue indefinitely until you or we terminate it, as discussed above. Any licenses granted to Members during the Term of this Agreement will continue even after this Agreement between us terminates. Termination or expiration will not affect our obligation to pay you the Revenue Share you earned prior to the effective date of termination. If, following termination (including the 30-day notice period), despite our good faith and reasonable effort to remove all your Content from the Member Library, and subject to the limitations above, your Content is still available, let us know where exactly you found the problem, and we will endeavor to correct the issue within seven days. Until you have taken these steps and your Content continues to be available as you specifically described after this seven-day period, you will not hold us liable for any continued availability for your Content. Additionally, we may keep one archival copy of the Content as long as we do not commercially exploit it (we may do this for legal reasons, for example). All terms which by their nature are intended to survive the termination of this Agreement (together with any outstanding payment amounts) will do so.

***C. Standard Legal Terms.*** The Standard Legal Terms and Conditions attached in Schedule 3 also apply to this Agreement.

## **Schedule 1 Definitions**

**“Confidential Information”** means any information relating to or disclosed in the course of the Agreement, which is marked as confidential and/or should be reasonably understood to be confidential or proprietary to the disclosing party, its subsidiaries and affiliated companies, and/or their licensors and business partners.

**“Content”** or **“Licensed Content”** means the audio tracks including all accompanying metadata, that you upload to the Member Library under the terms of this Agreement.

**“Members”** means subscribers to the Member Library who pay a recurring subscription fee to Footage Firm, in exchange for unlimited access to the content that is included within the Member Library. For the avoidance of doubt, “Members” will also include all Enterprise customers and Enterprise API holders and end-users.

**“Member Library”** means an online repository of various forms of content (e.g., video, audio, images, etc.) owned by Licensee, through which Licensed Content is available for download to Members.

## Schedule 2 Payment Terms

1. **Revenue Share.** What you earn is your “Revenue Share.” Your Revenue Share is a percentage of the Revenue Pool (as such term is defined and calculated in Section 3 below). This Revenue Share percentage is based on the downloads your Content generates among our Members compared to that of other contributors in this program.
  - a. **Revenue Share calculation.** We think the easiest way to explain the revenue share calculation is to provide you an example. Imagine we have only two customers for our service, each paying \$50 per month. Then imagine one customer only downloads a single clip in that month, and it is one of your clips; this means that customer effectively values your clip at \$50. Imagine the second customer downloads 5 clips, one of which is yours; this means the customer effectively values each clip at \$10. In total, your clips are assigned \$60 in value out of the total \$100 of value from these two customers, i.e. 60%. *Based on this example, your “Revenue Share” percentage would be 60%.* You would be paid out 60% of the total Revenue Pool (as such term is defined and calculated in Section 2 below). Please note that in this example, the \$100 amount is used to help us determine the “value” placed on your clips by the two customers, but it will not be the actual “Revenue Pool,” because we adjust the Revenue Pool as described in Section 3 below. Your Revenue Share can change if your content performs better (or worse) than other content in our Member Library.
  - b. **Other factors.** Although we have provided the above example for the sake of simplicity, it is not the entire Revenue Share calculation. There may be other factors that we apply to determine your Revenue Share, including but not limited to the use of certain proprietary algorithms, which we may add, change, adjust or eliminate from time to time without notice to you. These other factors and/or algorithms may be applied for a number of reasons, including but not limited to: (i) to divide up the Revenue Pool fairly based on the value our Members place on your Content, (ii) to support the sustainability of artist earnings, (iii) to adjust for exclusive and non-exclusive content we license, and (iv) other reasons we determine in our sole discretion. Such other factors and/or algorithms may impact your Revenue Share positively or negatively. Because the exact methodology for setting the Revenue Share calculation is proprietary, the entire Revenue Share calculation is not published. Accordingly, we may not disclose your exact Revenue Share of the Revenue Pool nor your exact earnings per download, because this would give you (and our competitors) information needed to calculate private financial metrics about our business. Instead, we have provided detailed guidance so that you can understand our methodology and how we are committed to a fair distribution of revenue to all contributors based on the performance of their content.
  - c. **Special Cases.** You will get credit for downloads by our Members during free trial periods by assuming the subscription value of the trial period to be \$10. You will get credit for downloads by Enterprise customers, including those on API agreements, based on their subscription fees. For simplicity, downloads of Enterprise and API customers may be pooled for the purposes of this formula calculation.
  - d. **Changes to this calculation.** We reserve the right to alter, discontinue, or augment our calculation methods, and in so doing modify or replace the Revenue Share calculation in our

sole discretion without formally updating this License. Any such changes will be effective for all similarly situated licensors of Content to the Member Library. We understand, however, that our success depends on your satisfaction with your earnings. You understand that if you are not satisfied with your earnings or how we exercise our discretion, you may leave the platform at any time, pursuant to the termination provisions in this Agreement.

2. Revenue Pool.

- a. **How it works.** Your Revenue Share percentage (calculated as described in Section 2 above) is multiplied by the dollars in the Revenue Pool to calculate your monthly earnings in this program. For example, if your Revenue Share is 60%, and the Revenue Pool is actually \$100, you would be entitled to \$60 in earnings.
- b. **How the Revenue Pool is calculated.** Our goal is to establish a Revenue Pool of sufficient size to ensure contributors are paid well and paid fairly for the value provided to our Members. Accordingly, the Revenue Pool changes based on conditions in our business. The Revenue Pool is adjusted at least once every quarter to keep pace with the growth in our subscription revenue and to minimize dilution as new contributors join. Because the exact methodology for setting the Revenue Pool is proprietary, the Revenue Pool size is not published. Accordingly, we will not disclose it to you, because this would give you (and our competitors) information needed to calculate private financial metrics about our business. Instead, we have provided detailed guidance so that you can understand our methodology and how we are committed to a fair distribution of revenue to all contributors based on the performance of their content.
- c. **Changes to the Revenue Pool calculation.** We reserve the right to alter, discontinue, or augment our calculation methods and in so doing recalculate the Revenue Pool in our sole discretion without formally updating this License. Any such changes will be effective for all similarly situated licensors of Content to the Member Library. We understand, however, that our success depends on your satisfaction with your earnings. You understand that if you are not satisfied with your earnings or how we exercise our discretion, you may leave the platform at any time, pursuant to the termination provisions in this Agreement.

3. CID Payment. Content will be registered to YouTube Content ID. If we receive additional revenue from YouTube Content ID registration (i.e., monetization streams), we will share that revenue with you as follows: You will receive 60% of that revenue (the “CID Payment”) and we will keep 40% of that revenue. We must actually receive the revenue in order to be obligated to share it with you. We reserve the right to change this CID Payment at any time by posting updates on our website without notice. Any such changes will be effective for all similarly situated licensors of Content to the Member Library.

4. Payment Timing and Reports. We will make payments to you once per month as follows: on or about the 15th of the month, we will remit to you payment for the Revenue Share and CID Payment you are owed, based on eligible earnings for the prior calendar month. In order to receive a payment, you must reach an accrued earnings balance that meets the minimum payout threshold established separately on our website. Earnings under the threshold will accrue and carry over to the next month’s payment. We will deduct from any Revenue Share payment and CID Payment to you all third-party processing fees associated with our payment to you. WE MAKE NO GUARANTEE OF THE LICENSING OF CONTENT OR THE REVENUE GENERATED THEREFROM.

5. Deductions. Upon making or learning of any claim that is inconsistent with your warranties or representations hereunder, we may notify you of the claim and, pending determination of the claim,

withhold from compensation otherwise due to you hereunder, all such sums as are reasonably related to the probable value of the claim, as reasonably determined by us.

6. Taxes. All payments made under this Agreement are exclusive of all applicable taxes and similar charges, and you will be responsible for payment of any such taxes (other than taxes based on Footage Firm's income). You are solely responsible for filing all tax returns and submitting all payments as required by any federal, state, local, or foreign tax authority arising from the payment of fees to an independent contractor under this Agreement, and agree to do so in a timely manner. We may be obligated by law to obtain tax information from you and/or provide certain information to government authorities. If we request tax information or documents from you and you do not provide it, we may (in addition to any other rights or remedies available to us) withhold your Revenue Share or CID Payment until you provide this information or otherwise satisfy us that you are not a person from whom we are required to obtain tax information. For sales in certain jurisdictions, Footage Firm may be required to collect taxes, including but not limited to value-added taxes, and where applicable, Footage Firm will collect and remit such taxes to the proper authorities.
7. Currency. All fees and amounts quoted in this Agreement are in U.S. dollars unless stated otherwise.

### Schedule 3 Standard Legal Terms and Conditions

1. ***Representations and Warranties; Disclaimer.***

1.1 **By Licensor.** Licensor represents and warrants that all Licensed Content provided by Licensor, as well as Licensee's distribution, and Members' use thereof, does not and will not: (i) infringe upon, violate, or constitute misappropriation of any copyright, trademark, patent, trade secret, right of publicity, right of privacy, moral rights, or any other proprietary rights of any third party; (ii) contain any viruses, spyware, "Trojan horses," or other "malware" or harmful code, and will not cause injury to any person or damage to any property; (iii) violate any of the Content guidelines on Licensee's website, as may be amended from time to time; (iv) be within the public domain, unless explicitly given an exception by Footage Firm in a separate agreement; or (v) violate any applicable law or regulation. **Licensor will take no action that would interfere with the use and enjoyment of Licensed Content by Members hereunder, including trying to monetize the Licensed Content being used by a Member as licensed to that member through a third party (e.g., YouTube monetization platforms) or allowing any other platform to do so.** Licensor shall not use any aggregator or distribution services (e.g. CD Baby Pro) that offer additional services of music publishing and licensing where such third party services could ultimately cause violations of this Agreement.

1.2 **Mutual.** Each party represents and warrants that (i) it has the full right and power to enter into and perform the obligations according to the terms of this Agreement; and (ii) it has no restrictions that would impair its ability to perform its obligations under the agreement.

1.3 **Disclaimer.** EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES, AND EACH PARTH HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, PERFORMANCE, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE, IN CONNECTION WITH THIS AGREEMENT.

2. ***Releases.*** *The following is only relevant for Licensed Content that contains audio of an identifiable person.* Unless granted an explicit exception by separate agreement with Footage Firm, any Licensed Content containing audio of an identifiable person must be accompanied by a valid performer release, although such release need not be submitted with the Licensed Content. Submissions from a minor must be accompanied by a performer release that was signed by that minor's parent or legal guardian. Licensed Content without a performer release that contains audio of an identifiable person may be accepted for "Editorial Use Only" by us in our sole discretion. Performer releases submitted by you must not contain any terms inconsistent with this Agreement. We may furnish redacted performer releases to customers in order to respond to any potential or actual legal action or comply with applicable laws, regulations, and/or union reporting requirements.

3. ***Indemnification.*** Licensor will indemnify, defend, and hold harmless Licensee and its affiliates and each of its and their respective officers, directors, employees, shareholders, agents, assignees, transferees, customers, licensees, and other representatives ("Indemnified Parties") from and against any judgments, losses, damages, liabilities, costs or expenses (including, but not limited to, reasonable attorneys' fees and legal expenses) associated with or arising from any claim in connection with: (i) any breach or alleged breach of any of Licensor's representations, warranties or obligations set forth in this Agreement; (ii) any third party claim or action brought against the Indemnified Parties alleging that any Licensed Content (a) infringes or violates any intellectual property rights or any other proprietary rights of any third party; (b) contains material or information that is false, deceptive, misleading, obscene, defamatory, libelous, slanderous or that violates any right of publicity or privacy; and/or (c) violates any other applicable federal, state or local laws or regulations.

4. ***Infringement Claims.*** If Licensee's or any of the Indemnified Parties' use of any of the Licensed Content is enjoined, limited or discontinued (or any of these are threatened or appear likely), then Licensor shall immediately, at Licensor's sole expense, either (i) procure for Licensee and the Indemnified Parties the rights to use any such Licensed Content

consistent with the representations made in this Agreement; or (ii) replace such Licensed Content with equivalent content that is non-infringing and satisfactory to Licensee or the Indemnified Parties, as the case may be, subject to a mutually negotiated reduced Revenue Share for such replacement content. If the parties do not agree on replacement content, as contemplated in this Section 4 within 60 days of Licensee's notification to Licensor of the third party claim and if Licensor is unable to procure the rights and licenses necessary for Licensee or the Indemnified Parties to make continued use of the Licensed Content as contemplated under this Agreement, then, in addition to indemnifying Licensee for its losses in accordance with Section 3 above, Licensor shall promptly refund to Licensee all amounts paid by Licensee to Licensor hereunder for such affected Licensed Content. In addition to the foregoing, in the event that Licensee is required to refund any individual or entity because of Licensor's breach of any of the representations made in this Agreement, Licensor shall compensate Licensee for any such loss. Nothing in this section shall in any manner limit or restrict the provisions in Section 5 below or any other provision in this Agreement.

5. **Licensee's Right to Take Action.** Licensee shall have the right to take legal action against any unauthorized users of Licensed Content. Licensor will provide Licensee with reasonable assistance at Licensee's request and expense, including the authorization of any lawsuit for infringement of any copyrights owned by Licensor. In the event that Licensee is legally unable to take direct legal action against unauthorized users of the Licensed Content, Licensor shall take any such legal action as requested by Licensee, provided that Licensee shall pay for the reasonable cost of any such legal action.
6. **Confidentiality.** Each party acknowledges that Confidential Information may be disclosed to the other party during the course of this Agreement. Each party agrees that it will take reasonable steps, at least substantially equivalent to the steps it takes to protect its own proprietary information, during the term of this Agreement and thereafter as provided herein, to prevent use of the other party's Confidential Information for any purpose other than to carry out the rights and obligations hereunder, and to prevent the disclosure of Confidential Information of the other party, other than to its employees, or to its other agents or contractors who must have access to such Confidential Information for such party to exercise its rights and perform its obligations hereunder, who will each agree be bound by agreements with a duty of confidentiality no less protective of Confidential Information than provided herein. All Confidential Information disclosed under this Agreement will not be used or disclosed by the receiving party during the term of this Agreement except in the manner provided herein and will not be disclosed by the receiving party for a period of three (3) years thereafter. With respect to Confidential Information that is a party's technical documentation and source code, the receiving party will not use or disclose such Confidential Information during the term of the Agreement except in the manner provided herein, and will not use or disclose such Confidential Information thereafter for so long as such information remains a protectable trade secret under applicable law. Notwithstanding the foregoing, either party may disclose the other party's Confidential Information as necessary to comply with applicable law or court order, except that the receiving party will disclose only such information as is legally required and will use reasonable efforts to obtain confidential treatment for any Confidential Information that is so disclosed and will provide the other party notice of such possible disclosure prior to disclosure in order to allow an opportunity to contest such disclosure. Confidential Information will not include information that: (i) was in the public domain at the time it was communicated to the receiving party; (ii) entered the public domain through no fault of the receiving party; (iii) is rightfully received by the receiving party from a third party without a duty of confidentiality; (iv) is independently developed by the receiving party without reference to the disclosing party's Confidential Information; or (v) is disclosed with the other party's prior written approval.
7. **LIMITATION OF LIABILITY. LICENSEE WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO LICENSOR FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, SPECIAL, OR RELIANCE DAMAGES RELATED TO THIS AGREEMENT. CONSEQUENTIAL DAMAGES INCLUDE LOST PROFITS, LOST REVENUES AND LOST BUSINESS OPPORTUNITIES, WHETHER LICENSEE WAS OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF THESE DAMAGES. IN NO EVENT AND UNDER NO LEGAL THEORY WILL LICENSEE'S TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS UNDER THIS AGREEMENT EXCEED ONE THOUSAND DOLLARS (\$1,000.00). THE PARTIES HAVE NEGOTIATED THIS AGREEMENT WITH DUE REGARD FOR THE BUSINESS RISK ASSOCIATED WITH THE ARRANGEMENTS DESCRIBED IN THIS AGREEMENT.**
8. **Bankruptcy.** Notwithstanding anything in this Agreement to the contrary, all rights and licenses granted under or pursuant to this Agreement are and will be deemed to be, for purposes of Section 365(n) of the U.S. Bankruptcy Code, licenses of rights to "intellectual property" as defined under Section 101 of the U.S. Bankruptcy Code. The parties agree

that Footage Firm, as a licensee of such rights under this Agreement, will retain and may fully exercise all of its rights and elections under the U.S. Bankruptcy Code, however, nothing herein will be deemed to constitute a present exercise of such rights and elections.

9. **Governing Law and Dispute Resolution.** This Agreement shall be governed by the laws of Delaware, without regard to its conflict of law rules. Both parties hereby submit to the exclusive venue and jurisdiction of courts within Delaware.

(i) *Escalation.* The parties will attempt to settle any dispute, claim or controversy arising out of this Agreement through consultation and negotiation in good faith and in a spirit of mutual cooperation. If those attempts fail, then the dispute will be mediated by a mutually-acceptable mediator to be chosen by the parties within forty (45) days after written notice by either party demanding mediation; such mediation will take place in Virginia, in Fairfax County. Neither party may unreasonably withhold its consent to the selection of a mediator, and the parties will share the costs of the mediation (or other ADR) equally. Each party shall pay its own attorneys' fees and other costs. By mutual agreement, however, the parties may postpone mediation until each has completed some specified but limited discovery about the dispute. The parties may also agree to replace mediation with some other form of ADR, such as neutral fact-finding or a minitrial.

(ii) *Alternate Dispute Resolution ("ADR").* Any dispute which the parties cannot resolve between them through negotiation, mediation or some other form of non-binding ADR within forty (45) days of the date of the initial demand for it by one of the parties may be submitted by either party for binding arbitration in compliance with the Rules of the American Arbitration Association. Mediation and Arbitration shall take place within the State of Virginia, in Arlington County. Notwithstanding the foregoing, any disputes with respect to intellectual property rights shall be submitted to the courts and not be subject to the provisions of this section. Any claims (in court or arbitration) must be brought in the initiating party's individual capacity and not as a plaintiff or member in any class action or other similar proceeding. Except as otherwise required under applicable law, the parties agree that neither of them will assert class action or representative action claims against the other, whether in arbitration or otherwise, which actions are hereby waived; and each of the parties shall only submit their own, individual claims in arbitration and will not seek to represent the interests of any other person.

10. **Entire Agreement.** This Agreement (including all Schedules) constitutes the entire understanding between the parties concerning the subject matter hereof and supersedes all prior discussions, agreements and representations, whether oral or written and whether or not executed by Licensee and Licensor. This Agreement or any part or provision hereof will not be deemed waived, amended, or modified by either party unless such waiver, amendment or modification is in writing and executed by authorized representatives of that party. Notwithstanding the foregoing, Licensee will be free to modify the terms of this Agreement (including but not limited to, the payment terms surrounding the Member Library) from time to time during the Term of the Agreement, upon thirty (30) days' prior written notice to Licensor (email to suffice). Unless Licensor opts out of such modified terms in writing by terminating its participation in the Member Library, and terminates this Agreement during such 30-day notice period, any and all such modified terms will then take effect (and Licensor will be deemed to have accepted such modified terms) at the end of such 30-day notice period, for the remainder of the Term.
11. **Binding Effect.** This Agreement will inure to the benefit of and be binding upon the parties, their successors, administrators, heirs, affiliates and assigns. In the event that Footage Firm is sold, converted, merged, undergoes a change of control, or is otherwise reorganized, the buyer, transferee or surviving entity shall have all the rights that Licensee has under this Agreement. This Agreement must be signed by duly authorized representatives of both Licensee and Licensor.
12. **No Waiver.** No failure or delay on the part of either party in the exercise of any right or privilege hereunder, including the right to cancel, shall operate as a waiver thereof, nor shall any single or partial exercise of such right or privilege preclude other or further exercise thereof or of any other right or privilege.
13. **Independent Contractors.** The parties shall perform activities under this Agreement only as independent contractors and nothing contained herein shall be construed to be inconsistent with this relationship or status. Under no circumstances shall any personnel of either party be considered to be an employee or agent of the other party. This

Agreement shall not constitute, create, or in any way be interpreted as a joint venture, partnership or formal business organization of any kind.

14. **Captions.** The captions used in this Agreement are for convenience of reference only and are not to be used in interpreting the obligations of the parties under this Agreement.
15. **Negotiation.** This Agreement is the result of negotiation between the parties and, accordingly, shall not be construed for or against either party regardless of which party drafted this Agreement or any portion thereof.
16. **Severability.** If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect, and, if legally permitted, such offending provision will be replaced with an enforceable provision that as nearly as possible effects the parties' intent.
17. **Counterparts.** This Agreement may be executed in counterparts (which may be exchanged by PDF or facsimile), each of which will be deemed an original, but all of which together will constitute the same Agreement.