STORYBLOCKS MEMBER LIBRARY AND MACHINE LEARNING PARTNER PROGRAM AGREEMENT

This Member Library and Machine Learning Partner Program Agreement, including Schedules 1-3 attached hereto (this "**Agreement**") is effective as of May 8, 2024 (the "**Effective Date**") between you and Footage Firm, Inc., d/b/a Storyblocks, a Delaware corporation with offices at 1515 North Courthouse Road, Suite 1000, Arlington, Virginia, 22201 ("**Storyblocks**"). Capitalized terms used below but not defined here are defined in **Schedule 1.**

By accepting this Agreement or by uploading Content to the Storyblocks online platform (the "**Platform**"), you represent that (1) you have read, understand, and agree to be bound by all of the terms of this Agreement, (2) you are of legal age to form a binding contract with Storyblocks, 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 entity 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 "Licensee", "we", "us" or "our" refer to Storyblocks.

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 Storyblocks, including any content you may license from Storyblocks or another contributor. If you do not have a Storyblocks account, you will need to register and create an account prior to uploading Content. You will need to have and maintain a current account with Storyblocks 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

This is an Agreement about the licensing of your Content for (i) our Member Library and (ii) our use of your Content in connection with creation of Datasets (as such term is defined below) that may be used by Storyblocks and/or its licensees for training artificial intelligence Models (as such term is defined below) that may be used to generate new Products (as such term is defined below). You must be the exclusive owner of this Content, or have all the necessary rights to enter into this Agreement and grant Storyblocks the rights described in this Agreement. In our Member Library the Content that you upload, including, without limitation, certain Products derived, in whole or in part, from Models trained on your Content, 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. Members do not generally pay additional fees to download individual clips in the Member Library.

A. What this License Covers. You hereby grant to us and our affiliates, agents, assigns, transferees and licensees: a non-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 (i) market, distribute, modify, copy, display, make compilations, synchronize, make derivative works from, publicly perform, sell, license, reuse, publish, transmit, parse, translate into any language, convert, mechanically reproduce, or otherwise use the Content (and associated metadata), to provide to Members (and potential Members) for download through the Member Library (hereinafter "Member Library Uses"), and (ii) include your Content (including any Content that you uploaded to the Platform but which we may have rejected from inclusion, or otherwise removed from the Member Library for quality reasons), along with other content, in one or more datasets (each a "Dataset") that may be used by Storyblocks, either alone or with other Datasets, for purposes of (x) machine learning and training neural networks in order to build, use, and license third parties to use, artificial intelligence models based on such Datasets (each a "Model"), (y) the licensing of such Datasets to third parties for their use in connection with machine learning and training neural networks in order to build, use, and license third-parties to use Models and (z) the creation of commercial products that are derived from Models trained on the Datasets (hereinafter, "Products") (hereinafter "Generative AI Uses"). To the extent the Licensed Content includes music, 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 music 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.

B. Timing and Termination of This License. Once your Content is uploaded to the Platform, it will stay in the Member Library for use pursuant to the terms of this Agreement until either (i) you request that we remove it , (ii) we choose to remove it for any reason, and/or (iii) one of us terminates the Agreement as set forth in this Section. You can request that your Content be removed and/or terminate this Agreement at any time in writing with 30 days' prior notice to us, which means that once you give us notice of your request, we will remove your Content from the Member Library within 30 days (the "Removal Date"). You will not be able to remove Content from the Member Library on your own. If you request that any Content be removed from the Member Library or if you terminate this Agreement, Members who have already downloaded your Content will still be able to use it, and 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, or to terminate this Agreement anytime for any reason. If you request that any Content be removed

from the Member Library or if you terminate this Agreement you understand and acknowledge that (i) while Storyblocks will no longer include your Content in new Datasets, it shall have no obligation to stop using and/or licensing Datasets that include your Content that were created prior to such request for removal or termination, including without limitation, for creating new Models by either Storyblocks or its licensees, and (ii) Models that are trained on Datasets that include your Content cannot be untrained, therefore Storyblocks and its applicable licensees shall have no obligation to cease any use of any such Models, including any Products derived from such Models, whether such Models or Products were created before or after any request for removal of Content or termination of this Agreement. You hereby covenant not to sue Licensee, its affiliates, licensees, successors, and assigns for any use of the Datasets and Models that include any of Licensor's Content that was uploaded and incorporated into Datasets or used to train Models prior to the termination of this Agreement or your request to remove Content from the Member Library. Licensor understands and acknowledges that due to the nature of Datasets and Models, the removal of Content from the Member Library or the termination of this Agreement does not require Licensee to cease using Datasets and Models created or used during the term of this Agreement. Accordingly, Licensor fully releases and forever discharges Licensee, its affiliates, licensees, successors, and assigns from any and all claims, demands, rights, promises, damages, and liabilities related to the use of such Datasets and Models after the removal of Licensor's Content from the Member Library or the termination of this Agreement, provided that such use is consistent with the rights granted to Licensee under this Agreement prior to such termination or removal.

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. <u>How You Are Compensated</u>

A. ***Revenue Share and Payment Terms.*** In exchange for you licensing us your Content, we will set up a "Revenue Pool" and pay you a "Revenue Share" (i.e., a percentage of the Revenue Pool) based on (i) the downloads of your Content by our Members and, (ii) as applicable, the percentage of your Content that was used in any Datasets that were licensed to third-parties, or used by Storyblocks to train applicable Models, the exploitation of which resulted in Storyblocks' receipt of revenue. The terms governing how the Revenue Pool is created and how your Revenue Share from that pool is 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, 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, as well as any Datasets, Models, and, as between us, any Products, derived from any Datasets and/or Models.

B. Termination Obligations. This Agreement will begin on the Effective Date and will continue indefinitely until you or we terminate it, as set forth above. Any licenses granted to Members or in connection with the licensing of any Datasets to Members or third parties 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 set forth above, your Content is still available in the Member Library, send us an email describing where exactly you found the problem, and we will correct the issue within 7 business days of our receipt of your email. You agree not to attempt to hold us liable for any continued availability of your Content in the Member Library unless and until you have taken the steps described above and the 7 day notice period has elapsed. Additionally, you understand and acknowledge that we may keep one archival copy of each piece of your 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 are a part of and are hereby incorporated into 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 graphics, video clips, audio tracks, photographs, images, and other media content, including all accompanying metadata, that you upload to the Platform under the terms of this Agreement.

"**Members**" means subscribers to the Platform who pay a recurring subscription fee to Storyblocks, 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 and Products are available for download to Members.

"**Publication Date**" means the date for publishing the Content in the Member Library.

<center>**Schedule 2**
Payment Terms</center>

I.   **Member Library Uses**

A.   ***Member Library Revenue Share.*** You earn a percentage of the Member Library Revenue Pool (defined below) based on the downloads your Content generates among our Members compared to that of other contributors in this program. We will use a special algorithm to divide up the Member Library Revenue Pool fairly based on the value our Members place on your Content.

        i. *Member Library Revenue Share Formula.* We think the easiest way to explain the revenue share calculation is to provide you with a clear example. Imagine we have only two customers for our service, each paying $50 per month. Let's say 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. Let's say 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 "Member Library Revenue Share" percentage would be 60%. You would be paid out 60% of the total Member Library Revenue Pool (as defined below). Your Member Library Revenue Share can change if your Content performs better (or worse) than other content in our Member Library.

        ii. *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 licensed under 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.

        iii. *Changes to this Formula.* This formula may evolve over time. We reserve the right to change this calculation method at any time by posting updates on our website and notifying you of such changes via email. . Any such changes will be effective 15 days from the date that we post the changes to our website and send you the email notifying you of such changes, provided, however, that if you do not agree to such changes, you may send us a notice of termination in accordance with the applicable provisions of this Agreement, and such changes shall not apply to you after the effective date of such termination.

        iv. *Exact Percentages.* Accordingly, we cannot tell you your exact percentage of the Member Library Revenue Pool nor your exact earnings per download, because this would give you (and our competitors) information needed to calculate our total Member

Library Revenue Pool. Instead, in the sections above, 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.

B. Member Library Revenue Pool.

i. How it works. Your Member Library Revenue Share percentage (calculated as set forth above) is multiplied by the dollars in the Member Library Revenue Pool to calculate your monthly earnings in this program. For example, if your Member Library Revenue Share is 60%, and the Member Library Revenue Pool is $100, you would be entitled to $60 in earnings.

ii. How the Member Library Revenue Pool is calculated. Our goal is to establish a Member Library Revenue Pool of sufficient size to ensure contributors are paid well and paid fairly for the value provided to our Members. Accordingly, the Member Library Revenue Pool changes based on conditions in our business. The Member Library Revenue Pool is adjusted at least once every quarter to keep pace with the growth in our Member Library subscription revenue and to minimize dilution as new contributors join. Because the exact methodology for setting the Member Library Revenue Pool is proprietary, the Member Library Revenue Pool size is not published. We reserve the right to alter, discontinue, or augment our calculation methods and in so doing recalculate the Member Library Revenue Pool in our sole discretion without formally updating this License. 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.

iii. Changes to the Revenue Pool calculation. We reserve the right to alter, discontinue, or augment our calculation methods and in so doing recalculate the Member Library Revenue Pool in our sole discretion without formally updating this License. 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.

C. Payment Timing and Reports. We will make Member Library Revenue Share payments to you once per month as follows: on or about the 15th of the month, we will remit to you payment for the Member Library Revenue Share 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 Member Library Revenue Share 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.

II. <u>Generative AI Uses</u>

A. *Generative AI Revenue Share*. Your Generative AI Revenue Share will be derived from two different kinds of Generative AI Use revenue streams, as follows:

i. *Dataset Licensing*. Dataset Licensing is where we license third parties to use Datasets comprised of our contributors' content for use in connection with training Models (and the applicable licensee's use of those Models for commercial purposes).

ii. *Model-Product Licensing.* Model-Product Licensing is where Storyblocks develops its own Models and/or licenses access to such Models to third parties, such that Storyblocks' customers, or the customers of such third parties, can generate Products (i.e., AI-generated clips, etc.) from such Models that can be used in audio-visual projects.

B. *Generative AI Revenue Pool.* The Generative AI Revenue Pool will be the sum of (x) a percentage (to be determined by Storyblocks) of the value of each Dataset License Agreement pursuant to which we license Datasets to third parties during an applicable period (the "Dataset Pool", and (y) in connection with Model-Product Licensing, an amount that is derived from revenues received by Storyblocks in connection with Model-Product Licensing revenue sources that is calculated, administered and periodically adjusted in a way that is substantially similar to the way Storyblocks calculates and administers the Member Library Revenue Pool as described above (the "Model-Product Pool").

C. *Generative AI Revenue Share Formula.* The Generative AI Revenue Share that you are entitled to be paid for each applicable period will be an amount that is equal to the sum of (i) the percentage of your Content contained in the Datasets that are licensed by Storyblocks in connection with Dataset Licensing multiplied by the value of the Dataset Pool, and (ii) the percentage of your Content in the Datasets that are used to train the Models in connection with Model-Product Licensing multiplied by the value of the Model-Product Pool.

D. *Payment Timing and Reports*. We will make Generative AI Revenue Share payments to you once every 6 months as follows: on or about the 15th of June, and the 15th of December we will remit to you payment for the Generative AI Revenue Share you are owed, based on eligible earnings for the preceding period. 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 period's payment. We will deduct from any Generative AI Revenue Share payment to you all third-party processing fees associated with our payment to you. WE MAKE NO GUARANTEE OF THE USE OF YOUR CONTENT FOR GENERATIVE AI USES OR THE REVENUE GENERATED THEREFROM.

III. 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.

IV. 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 our 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 applicable Revenue Share payments to you until you provide this information or otherwise demonstrate to our reasonable satisfaction that you are not a person or an entity from whom we are required to obtain tax information. For sales in certain jurisdictions, Storyblocks may be required to collect taxes, including but not limited to value-added taxes, and where applicable, we will collect and remit such taxes to the proper authorities.

V. Currency

All fees and amounts quoted in this Agreement are in U.S. dollars unless stated otherwise.

Standard Legal Terms and Conditions

1. Representations and Warranties; Disclaimer.
 1.1 By Licensor. By Licensor. Licensor represents and warrants that all 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 interferes with the use and enjoyment of Licensed Content by Members hereunder, including by attempting (either on your own or through a third party) to monetize a Member's use of the Licensed Content as contemplated by this Agreement through Content ID or any similar third party content monetization program . 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 its obligations in accordance with the terms of this Agreement; and (ii) it has no restrictions on it that may 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 PARTY 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 A COURSE OF DEALING, USAGE, OR TRADE PRACTICE, IN CONNECTION WITH THIS AGREEMENT.
2. Releases.
The following is only relevant for Licensed Content that contains an image or audio of an identifiable person. Unless granted an explicit exception by separate written agreement with Storyblocks, any Licensed Content containing an image or audio of an identifiable person must be accompanied by a valid model release, although such release need not be submitted with the Licensed Content. Submissions depicting a minor must be accompanied by a model release that is signed by that minor's parent or legal guardian. Licensed Content that depicts an identifiable person that is not accompanied by a model release may be accepted for "Editorial Use Only" by

us in our sole discretion. Model releases submitted by you must not contain any terms inconsistent with this Agreement. We may furnish redacted model releases to customers in order to respond to any potential or actual legal action or to comply with applicable laws, regulations, and/or union reporting requirements. Similarly, any Licensed Content containing an image of identifiable property must be accompanied by a valid property release, although such release need not be submitted with the Licensed Content. Licensed Content without a property release that depicts identifiable property may be accepted for "Editorial Use Only" by us in our sole discretion. Property releases submitted by you must not contain any terms inconsistent with this Agreement. We may furnish property releases to customers in order to respond to any potential or actual legal action or to 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 30 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. <u>Licensee's Right to Take Action.</u>

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. <u>Confidentiality</u>.

Each party acknowledges that Confidential Information may be disclosed to the other party during the term 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. No Confidential Information disclosed under this Agreement will be used or disclosed by the receiving party during the term of this Agreement except in the manner provided herein and such obligation will extend for a period of three (3) years from the termination or expiration of this Agreement. 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 does 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 LICENSEEWAS OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF THESE DAMAGES. EXCEPT FOR OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT 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 Storyblocks, 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 and the 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) from time to time during the term of the Agreement, upon fifteen (15) days' prior written notice to Licensor (email to suffice). Unless Licensor opts out in writing by terminating its participation in the Member Library, and terminates this Agreement during such notice period, any and all such changes will then take effect (and Licensor will be deemed to have accepted such modified terms) at the end of such 15-day notice period, for the remainder of the term of this Agreement.

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 Storyblocks 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.

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.