

## FOOTAGE FIRM MARKETPLACE CONTRIBUTOR AGREEMENT

Welcome! Footage Firm, Inc. (“**Footage Firm**”, “**we**” or “**us**”), owner of the videoblocks.com, storyblocks.com (formerly graphicstock.com), and audioblocks.com websites, offers digital exchanges for stock media where Footage Firm subscribers, including guests who pay temporary membership fees, (“**Members**”) and customers and end-users of our Enterprise Sales channel (“**Enterprise Customers**”) and Third Party Platform Sales channel (“**Third Party Platform Customers**”) may purchase a license to Content (defined below) provided by contributors like you (the “**Platform**”). This Platform Contributor Agreement (the “**Agreement**”) is made by and between you and us regarding our distribution of your Content to our Members and (if applicable) to Enterprise Customers and Third Party Platform Customers. This is a fairly lengthy document, and it contains many important provisions that affect your rights and obligations. So please read it carefully.

And remember that to submit Content to the Platform, you must be (and represent that you are) of legal age to form a binding contract and you must have the authority to enter into this Agreement on behalf of yourself, or on behalf of the company you represent (“**you**”).

BY ACCEPTING THIS AGREEMENT OR BY UPLOADING OR SUBMITTING CONTENT TO 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 TERM “**YOU**” REFERS TO THE INDIVIDUAL OR GROUP, AS APPLICABLE, IDENTIFIED AS THE CONTRIBUTOR WHEN YOU REGISTERED ON THE WEBSITE. Respect our wishes and stay away if you cannot agree to that, or any other term herein.

This Agreement applies solely to your provision of Content and our distribution of that Content; 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 and have us market 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.

**THIS AGREEMENT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS, AND ALSO LIMIT THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE.**

This Agreement is subject to change by us in our sole discretion at any time. When changes are made, we will make a new copy of this Agreement available on the Platform. If we make any material changes, we will also send an email to you at the last email address you provided to us. Any change will be effective immediately for any new Content you upload and—for existing content—such change will be effective thirty (30) days after posting notice of such changes on the Platform. We may require you to provide consent to the updated Agreement in a specified manner before further use of the Platform is permitted. If you do not agree to any change(s) after receiving a notice of such change(s), you will stop using the Platform and remove all of your Content.

### 1. CONTENT LICENSE.

1.1 License to Content. We know why you’re here, so let’s get into it. By submitting any graphics, video clips, audio tracks, photographs and other media content (“**Content**”) to us for marketing and distribution, you grant us a worldwide, non-exclusive right and license to: (i) use, reproduce, modify, publicly perform, publicly display, and create derivative works of your Content for purposes of promoting, marketing, publicizing, offering for sale, selling, and distributing such Content to Members through the Platform; (ii) distribute and sublicense Content to Members; (iii) distribute, sell, and sublicense content through Footage Firm’s enterprise channel (“**Enterprise Sales**”), unless

you opt-out of participating in Enterprise Sales; and (iv) distribute, sell, and sublicense Content through Footage Firm's Third Party Platform sales channel ("**Third Party Platform Sales**"), unless you opt-out of participating in Third Party Platform Sales. Enterprise Sales and Third Party Platform Sales offer you additional sources of revenue by allowing us to sell your Content to Enterprise Customers or Third Party Platform Customers based on partnerships set up by our teams. When we set up partnerships with third-party platforms for our Third Party Platform Sales (each, an "**Third Party Platform Partner**"), and if you opt-in to Third Party Platform Sales, the Third Party Platform Partner will be able to sell your Content to Third Party Platform Customers through the Third Party Platform Partner's own platform, using an application programming interface ("**API**") provided and licensed by us. Special conditions apply to both Enterprise Sales and Third Party Platform Sales. You can learn more about Enterprise and Third Party Platform Sales (or opt-out of such sales) on our website or by contacting our support team. You have the right to remove your Content from the Platform as contemplated in Section 2 below. The foregoing license includes the right to modify your Content to facilitate its sale through our Platform or the third-party platforms of our Third Party Platform Partners, including reformatting, renaming, cropping, tagging or reducing the file size of such Content, provided that we will not materially change the character of such Content. You expressly waive any artists' authorship rights or any "*droit moral*" that you would otherwise have under any applicable laws. As used in this Agreement "to purchase" and "to sell" Content refers solely to purchasing or selling a license to use a copy of the Content; in no event will we or any Member, Enterprise Sales Customer, or Third Party Platform Customer, acquire any ownership in the Content despite the shorthand language being used.

1.2 License to Customers. You acknowledge and agree that the distribution right granted above includes the right for us to grant perpetual, worldwide and non-exclusive licenses or sublicenses to Members and, if applicable, Enterprise Customers and Third Party Platform Customers. We will determine the terms and conditions of all licenses of Content granted to them, but will not license Content for uses that are defamatory, pornographic or otherwise illegal or for use on a stand-alone basis. CUSTOMERS MAY MAKE BROAD USE OF CONTENT AND ARE UNDER NO OBLIGATION TO INFORM FOOTAGE FIRM OR YOU OF THE USES MADE OF ANY CONTENT.

1.3 License to Descriptions. To help us sell your Content, you will provide to us your name, username, and other profile information, as well as certain information, keywords, metadata, titles, and other tagging associated with any specific Content ("**Descriptions**"). You hereby grant us a worldwide, non-exclusive right and license to use, reproduce, modify, publicly perform, publicly display, distribute, and create derivative works of your Descriptions for Footage Firm's marketing and promotional activities in connection with the license granted in Section 1.1 (License to Content). The foregoing license includes the right for us to add, modify or remove information related to your Descriptions to manage and license your Content.

1.4 Sublicense. We may advertise and/or market your Content and Descriptions on social media platforms and other third party websites and applications. You agree that we may sublicense any or all of the rights in Sections 1.1 and 1.2 to others for the purposes contemplated therein.

1.5 Use Restrictions. We may enable you to designate restrictions for certain Content delivered hereunder. If permitted, such designation will be effective: (i) immediately, if delivered concurrent with or prior to the delivery of the Content; or (ii) within a reasonable time (but no less than five (5) business days) after designation if delivered after Footage Firm already has possession of the Content. If you and we agree that certain Content is for "editorial use" only, Footage Firm will notify Members that such Content will be limited to news, documentary and/or educational use.

## 2. DISTRIBUTION.

2.1 Distribution Control. Footage Firm has sole discretion to establish price schedules applicable to resale and distribution of the Content to Members and if applicable, Enterprise Customers and Third Party Platform Customers, and the manner in which the Content is distributed. However, with respect to Enterprise Sales and Third Party Platform Sales, we will never resell or distribute your Content, nor will we allow an Third Party Platform Partner to resell your content on its platform, for less than the amounts set forth on the price schedules published on our website. We may change the pricing at any time with or without notice to you, but we will always make the pricing available on our website. Nothing in this Agreement requires us to offer, make available, offer for sale or sell the Content in any way. Footage Firm makes no guarantee that the Platform will be available at all times or at all. Pricing schedules for sales to Members, Enterprise Sales, and Third Party Platform Sales, may be established

separately.

2.2 Our Responsibilities. For any purchases and licenses of your content by Members and if applicable, Enterprise Customers and Third Party Platform Customers, (collectively, “**Purchasers**”), we will: (i) arrange for the billing and collection of amounts payable by any Purchaser in consideration for the Content; (ii) permit Purchasers who have purchased your Content to download such Content through the Platform; and (iii) not knowingly permit anyone other than Purchasers to license the Content through the Platform.

2.3 Inventory. You may withdraw a portion or the entirety of Content any point, provided that such removal will not affect any previously-purchased Content by Purchasers. Upon receipt of such notice from you, we will use reasonable efforts to cease our distribution of your Content.

2.4 Reviews. Members may be allowed to rate Content on the Platform. We may use Content ratings to determine the placement of Content on the Platform with higher rated Content generally given better placement, subject to our ability to change placement in our sole discretion. Any Content that has not received Member ratings may also be assigned a composite score that is a representation of the quality of the Content based on your history and will be determined in our sole discretion. Your Content may be subject to user ratings to which you may not agree. We do not control any user ratings of your Content and are not obligated to remove or change any ratings.

2.5 Promotions. We may, from time to time, run promotions for Members and we may include your Content as part of such promotions. You agree and acknowledge that such promotions may affect the amount of Revenue you receive for specific Content.

2.6 Restrictions. You agree that the Platform is designed to be a marketplace for genuine Purchasers. You agree not to use the Platform as a means of transferring your Content to a single customer or to a small number of customers, nor may you download your own Content or interfere with the quiet enjoyment of any Purchaser’s license granted hereunder.

### 3. CONTENT REQUIREMENTS.

3.1 Requirements. All Content must comply with the Content Guidelines on our website, as may be amended from time to time, at all times. You represent and warrant that you have no restrictions that would impair your ability to perform your obligations under the Agreement and have not and will not enter into any agreement that is inconsistent with your obligations hereunder; and that you are creator of the Content or have obtained and currently hold valid and sufficient rights, including under copyrights, to grant the rights granted herein. You further represent and warrant that all Content submitted by you, as well as our distribution thereof and a Purchaser’s use of such Content, does not and will not: (i) infringe upon, violate, or constitute misappropriation of any copyright, trademark, trade secret, right of publicity, right of privacy, moral rights, or any other proprietary rights of any third party, and no third party intellectual property rights would be infringed by any act contemplated by this Agreement; (ii) be subject to any liens, encumbrances, and claims or demands of third parties; (iii) contain any digital rights management tools or technology, watermarks, markings or other proprietary notices; (iv) contain unlawful, obscene, explicit, libelous, or racially, ethnically or otherwise objectionable materials; (v) violate, or encourage any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (vi) promote discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (vii) be within the public domain (unless granted an exception by our content acquisition team); (viii) 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. You further agree to take no action that would interfere with the use and enjoyment of your Content by a Purchaser, including trying to monetize the Content being used by a Purchaser as licensed to that Purchaser through a third party.

3.2 Clearances. You will be responsible for obtaining all necessary third-party clearances and permissions in connection with the creation, production, advertising, marketing, sale, and distribution of the Content and Descriptions (including paying all costs and expenses incurred in connection therewith). You will be solely responsible for and will pay any licensors or co-owners any royalties or other monies due to them related to such Content.

3.3 Releases. Any image of an identifiable person must be accompanied by a valid model release submitted with the Content. Submissions depicting a minor must be accompanied by a model release that was signed by that minor’s parent or legal guardian. Content without a model release that depicts an identifiable person 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 comply with applicable laws, regulations, and/or union reporting requirements. Any image of identifiable property must be accompanied by a valid property release submitted with the Content. 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 comply with applicable laws, regulations, and/or union reporting requirements.

3.4 Descriptions. The Content will include all necessary Descriptions to enable its effective marketing on the Platform, which will be complete and accurate in all material respects and will not include false, misleading or inapplicable metadata intended to or which has the effect of keyword "doping" or improperly altering search results that would otherwise be applicable to such Content. Using the username supplied by you, we will use commercially reasonable efforts to credit you as the source of Content, but will have no liability for lack of credit. You acknowledge and accept and therefore waive any right to object to the fact that it is common business practice for commercial uses that the creator of Content is not credited or may be used in ways that may be controversial or unflattering.

3.5 Copyrights. We respect the intellectual property rights of others. We may immediately remove any Content that is alleged to violate any third party's intellectual property rights. However, we do not have any obligation to pursue legal action against any alleged infringer of any of your rights in and to any Content.

#### **4. FEES AND PAYMENT TERMS.**

4.1 Fees. As your distribution partner, we help you by storing, analyzing, marketing, and distributing your content through our Platform to our Members, Enterprise Customers, and Third Party Platform Customers. For every sale we help you make, the amount you collect ("Revenue") will be calculated based on the fee schedules available on our website. We may update these fees schedules from time to time, so check our website regularly to see the latest information.

4.2 Once your Content has been purchased, the Purchaser may download such Content more than once without incurring or paying additional fees, unless the Purchaser purchased such Content under a Single Use License that only allows the Purchaser to use it one time within a single platform. You acknowledge and agree that we may charge a membership fee to gain access to the Platform and such a fee is not considered Revenue.

4.3 Payment 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 received in the prior calendar month. 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 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.** Concurrent with each payment, we will provide you with a statement showing the Revenue from such pay period from all of your Content, itemized by each specific item of Content. All payments will be in U.S. dollars.

4.4 Taxes. All payments made hereunder 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 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.

4.5 Refunds. If you are credited with Revenue and we then issue a refund to the Purchaser for the Content associated with such Revenue, we may deduct the Revenue credited to your account and allocated to such refunded Content. Credit card chargebacks will be treated in the same manner. If we make an overpayment of royalties or other compensation to you for any reason, we will have the right to deduct the amount of such overpayment from your accrued royalties or to demand the immediate repayment of such overpaid royalties or other compensation.

4.6 Deduction. 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 due to you hereunder, such sums as are reasonably related to the probable value of the claim as reasonably determined by us.

## 5. TERMINATION.

5.1 Term. This Agreement will commence on the date when you accept it (as described in the preamble above) and will continue for one (1) year, unless earlier terminated in accordance with this Section 5. The Agreement will then automatically renew for successive one (1)-year terms, unless either party provides written notice of its desire not to renew at least thirty (30) days prior to the expiration of the then-current term (the initial term, together with any renewal terms, collectively, the “**Term**”).

5.2 Termination. Either party may terminate this Agreement in the event the other party materially breaches the terms of this Agreement and fails to cure such breach within ten (10) days after receipt of written notice of default. Additionally, either party may terminate this Agreement for convenience upon thirty (30) days prior written notice. We may also terminate this Agreement if you are no longer a Member of Footage Firm.

5.3 Effect of Termination. **Any licenses granted to Purchasers during the Term hereof will continue in full force and effect, subject to the terms of the relevant agreements between Footage Firm and such individuals.**

Termination or expiration will not affect Footage Firm’s obligation to pay revenue for purchases made prior to the effective date of termination. We will use reasonable efforts to remove Content within thirty (30) days of the end of the Term. If, following termination, despite our good faith and reasonable efforts to remove all Content, Content is still available, you may not assert any claim against us arising from the continued availability of Content until you have identified with particularity and in writing the location and access points for any such content and given us at least one (1) week following our receipt of such notice to remove access to such content. Additionally, Footage Firm may keep one archival copy of the Content as long as such copy is not commercially exploited by Footage Firm. Sections 1, 3, 4, 5.3, 5.4, and 6 through 9 will survive expiration or termination of this Agreement for any reason.

5.4 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.

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 except in the manner provided herein and thereafter will not be used or disclosed by the receiving party for a period of five (5) 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 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**” means any information relating to or

disclosed in the course of the Agreement, which is 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. 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. LIMITATIONS OF LIABILITY.**

7.1 Disclaimer. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, EACH PARTY DOES NOT MAKE, AND 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.

7.2 Limitations. WE WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO YOU 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 YOU WERE OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF THESE DAMAGES. EXCEPT FOR OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT WILL OUR AGGREGATE LIABILITY UNDER THIS AGREEMENT OR RELATED TO THIS AGREEMENT EXCEED ONE THOUSAND DOLLARS (\$1,000.00). SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. THE PARTIES HAVE NEGOTIATED THIS AGREEMENT WITH DUE REGARD FOR THE BUSINESS RISK ASSOCIATED WITH THE ARRANGEMENTS DESCRIBED IN THIS AGREEMENT.

## **8. INDEMNIFICATION.**

8.1 Indemnification. You, at your own expense, shall indemnify, defend, and hold harmless, Footage Firm, its officers, directors, employees, agents, assignees, transferees, licensees, Members, Enterprise Customers (if applicable), 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 (i) any breach or claimed breach of the above representations and warranties or from your performance hereunder; (ii) any third party claim or action brought against the Indemnified Parties alleging that any Content licensed to Footage Firm hereunder (a) infringes or violate in any manner any intellectual property right of any third party or (b) contains material or information that is false, deceptive, misleading, obscene, defamatory, libelous, slanderous or that violates any right of publicity or privacy or any other federal, state or local law.

8.2 Indemnification Procedures. The indemnifying party's indemnification obligations hereunder will be subject to: (i) receiving prompt written notice of the existence of any Claim from the indemnified party; (ii) being given the sole right, at its option, to control the defense of such Claim, provided that any settlement that admits liability or imposes any financial obligation on the indemnified party will be subject to the prior written approval of the indemnifying party; (iii) permitting the indemnified party to participate in the defense of any Claim at its own expense; and (iv) receiving cooperation of the indemnified party in the defense of such a Claim.

## **9. MISCELLANEOUS PROVISIONS.**

9.1 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement, and supersedes any and all prior or contemporaneous understandings, written and oral, regarding such subject matter.

9.2 Dispute Resolution. If you believe that we have not adhered to this Agreement or that a Member of Enterprise Customer is misusing your Content, please contact us by emailing support@videoblocks.com so that we will do our best to address your concerns. You agree to contact us before contacting any third party about the use of your Content and allowing us a reasonable opportunity to resolve such dispute.

9.3 Force Majeure. Neither party will be liable for any failure or delay in its performance under this Agreement due

to any cause beyond its reasonable control, including acts of war, acts of God, terrorism, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet, provided that the delayed party: (a) gives the other party prompt reporting of such cause, and (b) uses its reasonable commercial efforts to promptly correct such failure or delay in performance.

9.4 Severability; Waiver. If any provision of this Agreement is held invalid by a court or judicial body, then the remaining provisions of this Agreement will remain in full force and effect. The waiver of any breach in this Agreement will not constitute a waiver of any subsequent breach or default, and will not negate the rights of the waiving party.

9.5 Assignment. We may assign this Agreement to an entity succeeding to all or a portion of our assets or as the result of a merger or one of our affiliates. This Agreement is personal to you and is binding upon your heirs, executors and legal representatives, as the case may be, and is not assignable by you without our prior written consent. Any assignment in violation of the foregoing will be null and void. This Agreement will bind and inure to the benefit of each party's successors and permitted assigns.

9.6 Notice. All notices required or permitted hereunder will be in writing, delivered personally, by email, or by nationally recognized overnight courier (e.g., FedEx) at the parties' respective addresses set forth on the accounts page. All notices will be deemed effective upon personal delivery, or when received if sent by email or overnight courier. You agree that we may send any privacy or other notices, disclosures, reports, documents, communications and other records regarding this Agreement (collectively, "**Notices**") in electronic form to: (1) the email address that you provided during registration, or (2) by posting the Notice on the Platform. The delivery of any Notice is effective when posted to the Platform or sent by us (whichever first occurs), regardless of whether you read the Notice when you receive it or whether you actually receive the delivery. You can withdraw your consent to receive Notices electronically by canceling your account. You must give notice to us in writing via email to support@videoblocks.com or another address otherwise expressly provided. You agree that all terms and conditions, agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications would satisfy if it were in writing.

9.7 Relationship of Parties. Your status under this Agreement is solely that of an independent contractor, and you will be solely responsible for any and all self-employment or other tax obligations to which you may be subject. Except as otherwise provided herein, you will not be entitled to participate in any plans, arrangements or distributions by us pertaining to, or in connection with, any medical, pension, bonus, profit-sharing or similar benefit plans offered by us to its employees.

9.8 Non-Disparagement. During the Term and for one year thereafter, neither party's officers will make public statements disparaging the other party or its products, services or reputation. Each party will make reasonable efforts to discourage employees from disparaging the other party if it is determined they are doing so.

9.9 Construction. Unless otherwise specified herein: (i) the word "including" means "including but not limited to"; and (ii) any reference to days will mean calendar days. All headings are for convenience only.

9.10 Governing Law. This Agreement and any action related thereto will be governed and interpreted by and under the laws of the Commonwealth of Virginia, consistent with the Federal Arbitration Act, without giving effect to any principles that provide for the application of the law of another jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

9.11 Dispute Resolution. No one likes a dispute, but in the unlikely event we have a dispute, such disputes will be handled in accordance with the procedures below. *Please read this Section ("Arbitration Agreement") carefully. It is part of your contract with Footage Firm and affects your rights. It contains procedures for MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.*

- (a) Applicability of Arbitration Agreement. All claims and disputes in connection with this Agreement or the use of any product or service provided by Footage Firm that cannot be resolved informally or in small claims court shall be resolved by binding arbitration on an individual basis under the terms of this Arbitration Agreement. This Arbitration Agreement applies to you and Footage Firm, and to any subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or goods provided under this Agreement.
- (b) Arbitration Rules. The Federal Arbitration Act governs the interpretation and enforcement of this dispute resolution provision. Arbitration shall be initiated through the American Arbitration Association ("AAA"), an established alternative dispute resolution provider ("AD Provider") that offers arbitration as set forth in

this section. If AAA is not available to arbitrate, the parties shall agree to select an alternative AD Provider. The rules of the AD Provider shall govern all aspects of this arbitration, including but not limited to the method of initiating and/or demanding arbitration, except to the extent such rules are in conflict with this Agreement (“Arbitration Rules”). The AAA Consumer Arbitration Rules governing the arbitration are available online at [www.adr.org](http://www.adr.org) or by calling the AAA at 1-800-778-7879. The arbitration shall be conducted by a single, neutral arbitrator. Any claims or disputes where the total amount of the award sought is less than Ten Thousand U.S. Dollars (US \$10,000.00) may be resolved through binding non-appearance-based arbitration, at the option of the party seeking relief. For claims or disputes where the total amount of the award sought is Ten Thousand U.S. Dollars (US \$10,000.00) or more, the right to a hearing will be determined by the Arbitration Rules. Any hearing will be held in a location within one hundred (100) miles of your residence, unless you reside outside of the United States (in which case hearing will be held in Washington, D.C., and unless the parties agree otherwise. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

- (c) Additional Rules for Non-appearance Based Arbitration. If non-appearance arbitration is elected as provided above, the arbitration shall be conducted by telephone, online and/or based solely on written submissions; the specific manner shall be chosen by the party initiating the arbitration. The arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties.
- (d) Authority of Arbitrator. The arbitrator will decide the rights and liabilities, if any, of you and Footage Firm, and the dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the Arbitration Rules, and this Agreement. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and Footage Firm.
- (e) Waiver of Jury Trial. THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement. Arbitration procedures are typically more limited, more efficient and less costly than rules applicable in court and are subject to very limited review by a court. In the event any litigation should arise between you and Footage Firm in any state or federal court in a suit to vacate or enforce an arbitration award or otherwise, YOU AND FOOTAGE FIRM WAIVE ALL RIGHTS TO A JURY TRIAL, instead electing that the dispute be resolved by a judge.
- (f) Waiver of Class or Consolidated Actions. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, AND CLAIMS OF MORE THAN ONE CONTRIBUTOR CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CONTRIBUTOR. In the event that this subparagraph is deemed invalid or unenforceable neither you nor we are entitled to arbitration and instead claims and disputes shall be resolved in a court located in Fairfax County, Virginia.
- (g) Confidentiality. No part of the procedures shall be open to the public or the media. All evidence discovered or submitted at the hearing is confidential and may not be disclosed, except by written agreement of the parties, pursuant to court order or unless required by law. This Paragraph shall not prevent a party from submitting to a court of law any information necessary to enforce this Arbitration Agreement, to enforce an arbitration award, or to seek injunctive or equitable relief.
- (h) Severability. If any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable by a court of competent jurisdiction, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect.
- (i) Right to Waive. Any or all of the rights and limitations set forth in this Arbitration Agreement may be



waived by the party against whom the claim is asserted. Such waiver shall not waive or affect any other portion of this Arbitration Agreement.

- (j) Survival of Agreement. This Arbitration Agreement will survive the termination of your relationship with Footage Firm.
- (k) Small Claims Court. Notwithstanding the foregoing, either you or Footage Firm may bring an individual action in small claims court.
- (l) Courts. In any circumstances where the foregoing Arbitration Agreement permits the parties to litigate in court, the parties hereby agree to submit to the personal jurisdiction of the courts located in Fairfax County, Virginia, for such purpose.

9.12 International Usage. The Platform and our services are controlled and offered by us from our facilities in the United States of America. We make no representations that our services and the Platform are appropriate or available for use in other locations. Those who access or use the Platform from other jurisdictions do so at their own volition and are responsible for compliance with local law. It is the express wish of the parties that this Agreement and all related documents have been drawn up in English. (For French-speakers: C'est la volonté expresse des parties que la présente convention ainsi que les documents qui s'y rattachent soient rédigés en anglais.)