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- 11.3 Additional Warranties. In addition to Getty Images' representations and warranties set forth above in Section 6, Getty Images makes the following representations and warranties for Music Licensed Material: (a) Music Licensed Material was not recorded under the jurisdiction of a union or collective bargaining agreement, and (b) Getty Images has rights in the Music Licensed Material necessary to issue direct licenses to Licensee, inclusive of all performing, mechanical or any other similar rights, and the rights to use Music Licensed Material shall be deemed to include the direct grant to Licensee of the right to Copy and publicly perform the Music Licensed Material solely for the purposes permitted hereunder. No fees which otherwise could become due and payable as a result of the Copying or public performance of the Music Licensed Material as contemplated by this Agreement shall be due to Getty Images or its content suppliers.

However, these warranties do not prevail over any: (i) charges assessed on Licensee (or a Broadcaster of the Licensee Work) pursuant to the terms of a blanket licence or other written agreement between Licensee (or such Broadcaster) and any performing, mechanical, or other rights society that collects and administers royalty payments or similar remuneration on behalf of music publishers, writers and performers (a "Collection Society"); (ii) fees to the extent arising from Licensee's use of other musical content together with Music Licensed Material; or (iii) fees, levies or other remuneration, the collection of which is exclusively delegated to a Collection Society by local statute, irrespective of the membership of, or any contractual mandate from, any of the writers, composers, performers or other rights holders in the Music Licensed Material.

12. Miscellaneous Terms.

- 12.1 Unauthorized Use. Any use of Licensed Material in a manner not expressly authorized by this Agreement (including, without limitation, unauthorized access to User accounts) may constitute copyright infringement, entitling Getty Images to exercise all rights and remedies available to it under copyright laws around the world. Licensee shall be responsible for any damages resulting from any such copyright infringement, including any claims by a third party.
- 12.2 Audit/Certificate of Compliance. Upon reasonable notice, Licensee shall provide sample copies of Reproductions containing Licensed Material to Getty Images, including by providing Getty Images with free of charge access to any pay-walled or otherwise restricted access website or platform where the Licensed Material is Reproduced. In addition, upon reasonable notice, Getty Images may, at its discretion, either through its own employees or through a third party, audit Licensee's records directly related to this Agreement and use of Licensed Material in order to verify compliance with the terms of this Agreement. If any such audit reveals an underpayment by Licensee to Getty Images of five percent (5%) or more of the amount Licensee should have paid for the time period that is the subject of the audit, in addition to paying Getty Images the amount of such underpayment, Licensee shall also reimburse Getty Images for the costs of conducting such audit. Where Getty Images reasonably believes that Licensed Material is being used by unauthorized Users, or that Licensed Material is being used outside of the scope of the license granted under this Agreement, Licensee shall, at Getty Images' request, provide a certificate of compliance signed by an officer of Licensee, in a form to be approved by Getty Images, within one (1) week of receipt of such notice.

- 12.3 Electronic Storage. For all Licensed Material that is delivered to Licensee in electronic form, Licensee must retain the copyright symbol, the name of Getty Images, the Licensed Material's identification number and any other information as may be embedded in the electronic file containing the original Licensed Material. Licensee shall maintain a robust firewall to safeguard against unauthorized third-party access to the Licensed Material.
- 12.4 Withdrawal. Getty Images makes no representations or warranties that all Licensed Material and/or Licensed Material collections will be available for use during the Term. Getty Images may discontinue licensing certain Licensed Material and/or Licensed Material collections in its sole discretion. Upon notice from Getty Images, or upon Licensee's knowledge, that any Licensed Material may be subject to a claim of infringement of another's right for which Getty Images may be liable, Getty Images may require Licensee to immediately and at its own expense: (i) stop using the Licensed Material; (ii) delete or remove the Licensed Material from its premises, computer systems and storage (electronic or physical); and (iii) ensure that any subcontractors, affiliates or clients (as applicable) do likewise. Getty Images shall provide Licensee with comparable Licensed Material (which comparability will be determined by Getty Images in its reasonable commercial judgment) free of charge, but subject to the other terms and conditions of this Agreement and the Commercial Terms.
- 12.5 Governing Law/Arbitration. This Agreement will be governed in all respects by the laws of the State of New York, without reference to its laws relating to conflicts of law. Any disputes arising from or related to this Agreement or its enforceability, or the business relationship between the parties, shall be finally settled by binding, confidential arbitration by a single arbitrator selected using the rules and procedures for arbitrator selection under JAMS' Expedited Procedures in its Comprehensive Arbitration Rules and Procedures ("JAMS") or of the International Centre for Dispute Resolution ("ICDR") in effect on the date of the commencement of the arbitration (the applicable rules to be at Licensee's discretion) to be held in one of the following jurisdictions (whichever is closest to Licensee): Seattle, Washington; New York, New York; Los Angeles, California; Chicago, Illinois; London, England; Paris, France; Frankfurt, Germany; Tokyo, Japan; or Singapore. The arbitration proceedings shall be conducted in English and all documentation shall be presented and filed in English. The decision of the arbitrator shall be final and binding on the parties, and judgment may be entered on the arbitration award and enforced by any court of competent jurisdiction. If Getty Images and Licensee are unable to agree on the location of the arbitration, Getty Images' decision shall be final. The United Nations Convention on Contracts for the International Sale of Goods does not govern this Agreement. The prevailing party shall be entitled to recover its reasonable legal costs relating to that aspect of its claim or defense on which it prevails, and any opposing costs awards shall be offset. Notwithstanding the foregoing, either party shall have the right to commence and prosecute any legal or equitable action or proceeding before any court of competent jurisdiction to obtain injunctive or other relief against the other in the event that such action is necessary or desirable. The parties agree that, notwithstanding any otherwise applicable statute(s) of limitations, any arbitration proceeding shall be commenced within two years of the acts, events, or occurrences giving rise to the claim. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.
- 12.6 Severability. If one or more of the provisions contained in the Agreement is found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not be affected. Such provisions shall be revised only to the extent necessary to make them enforceable.
- 12.7 Waiver. No action of either party, other than express written waiver, may be construed as a waiver of any provision of this Agreement. A delay on the part of either party in the exercise of its rights or remedies will not operate as a waiver of such rights or remedies, and a single or partial exercise by either party of any such rights or remedies will not preclude other or further exercise of that right or remedy. A waiver of a right or remedy by either party on any one occasion will not be construed as a bar to or waiver of rights or remedies on any other occasion.
- 12.8 Taxes. All Fees are exclusive of any applicable sales, use, withholding or other transactional taxes, which are the sole responsibility of Licensee.
- 12.9 Confidentiality. By virtue of this Agreement, the parties may have access to information that is confidential to one another ("Confidential Information"). Confidential Information shall be

limited to the terms and pricing under this Agreement, any website passwords and usernames issued by Getty Images, and all information clearly identified in writing as confidential. Each party agrees to maintain all Confidential Information in confidence to the same extent that it protects its own similar Confidential Information of like nature and to use such Confidential Information only as permitted under this Agreement. Confidential Information does not include any information that (i) is or subsequently becomes available to the general public other than through a breach of this Agreement by the receiving party; (ii) was in the possession of receiving party prior to the execution of this Agreement; (iii) the receiving party has rightfully received or later receives from a third party without any restriction as to confidentiality or use, so long as the receiving party does not know or have any reason to know that the third party's provision of such information or material is in violation of an obligation or duty of confidentiality to the disclosing party; or (iv) is independently developed by the receiving party without the use of Confidential Information. Each party agrees to hold each other's Confidential Information in confidence for as long as such party possesses any such Confidential Information. The parties agree that unless required by law, they will not make each other's Confidential Information available in any form to any third party for any purpose other than the implementation of this Agreement. Each party agrees to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees or agents in violation of this Agreement.

- 12.10 Entire Agreement. This Agreement is intended for business customers of Getty Images and contains all the terms of the license agreement. No terms or conditions may be added or deleted unless made in writing and either accepted in writing by an authorized representative of both parties or issued electronically by Getty Images and accepted in writing by an authorized representative of Licensee. In the event of any inconsistency between the terms contained herein and the terms contained on any purchase order or other communication sent by Licensee, the terms of this Agreement shall govern.

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